



Notice is hereby given that a
REGULAR MEETING
Of the Board of Directors will be held at:
400 Church Street, Scotia, CA 95565

Thursday, October 17, 2019
Regular Meeting at 5:30 P.M.

AGENDA

- A. CALL TO ORDER/ ROLL CALL** The Presiding officer will call the meeting to order and call the roll of members to determine the presence of a quorum. **PLEASE REMEMBER TO SILENCE ALL CELL PHONES**
- PLEDGE OF ALLEGIANCE**
- B. SETTING OF AGENDA** The Board may adopt/revise the order of the agenda as presented
- C. CONSENT CALENDAR** Consent Calendar items are expected to be routine and non-controversial, to be acted upon by the Board of Directors at one time without discussion. If any Board member, staff member, or interested person requests that an item be removed from the Consent Calendar, it shall be removed so that it may be acted upon separately.
- p. 3 1. Approval of Previous Meeting Minutes: September 19, 2019
- p. 8 2. Approval of September 1, 2019 – September 30, 2019 Check Registers
- p. 12 3. Approval of Planwest Partners Invoice September 2019
- D. PUBLIC COMMENT & WRITTEN COMMUNICATION**
Regularly scheduled meetings provide an opportunity for members of the public to directly address the SCSD Board Members on any action item that has been described in the agenda for the meeting, before or during consideration of that item, or on matters not identified on the agenda within the Board jurisdiction. Comments are not generally taken on non-action items such as reports or information. Comments should be limited to three minutes.
- E. 1. New Business**
- p. 17 a. Receive an informational Presentation from Joe Timmerman of Rio Dell Fire Protection District (RDFFPD) and Sarah West of Humboldt's Local Agency Formation Commission (LAFCo) regarding the RDFFPD's proposal to annex the Volunteer Fire Department of the community of Scotia and request for "In-Kind Services" Cost Exchange. **(20 minutes)** p. 17
- p. 20 b. Receive a presentation from Brian Chase of North Coast Paintball with a proposal to establish an impermanent and inflatable paintball course on the SCSD soccer field. **(15 minutes)**
- p. 22 c. Review proposals from in response to a Professional Surveyor Services and Licensed Engineer On-call Services Request for Qualifications (RFQ)
1. Celerity Consulting Group
2. Ontiveros & Associates
3. Whitchurch Engineering **(10 minutes)**
- p. 66 d. Approve transfer of moneys from Redwood Capital Bank to Umpqua Bank **(5 minutes)**

2. Old Business

- p. 68 **a.** Approve for signing the USDA Special Evaluation Assistance for Rural Communities and Households (SEARCH) Grant's Rural Utility Service (RUS) Bulletin 1780-12, Water and Waste System Grant Agreement **(5 minutes)**
- p. 91 **b.** Adopt Resolution No. 2019-19, accepting the USDA SEARCH Grant (funding for preliminary engineering reports to evaluate the replacement of the treatment plants of the SCSD. **(5 minutes)**
- p. 94 **c.** Review proposals for the clarifier and wastewater influent repairs **(5 minutes)**
- p. 161 **d.** Consider approving a Winema Theater Roof Replacement Proposal **(5 Minutes)**
- F. REPORTS** **(5 minutes each)**

The Board may briefly discuss any particular item raised; no action will be taken on these items.

- 1. President's Report:**
- 2. Board Director Reports:**
- 3. General Manager's Report:**
- 4. District Counsel's Report:**
- 5. Engineer's Report:**
- 6. Fire Chief's Report:**
- 7. Board Clerk's Report:**

G. ADJOURNMENT

Next Regular Meeting of the SCSD will be November 21, 2019 at 5:30 PM. A Special meeting may be held prior to that.

Notice regarding the Americans with Disabilities Act: The District adheres to the [Americans with Disabilities Act](#). Persons requiring special accommodations or more information about accessibility should contact the District Office. Notice regarding Rights of Appeal: Persons who are dissatisfied with the decisions of the SCSD Board of Directors have the right to have the decision reviewed by a State Court. The District has adopted [Section 1094.6](#) of the [Code of Civil Procedure](#) which generally limits the time within which the decision may be judicially challenged to 90 days.

Minutes of the REGULAR Board Meeting for the
Scotia Community Services District
Thursday, September 19, 2019 at 5:30 P.M.

- A. **CALL TO ORDER/ ROLL CALL** The regular meeting of the Board of Directors of the Scotia Community Services District convened at 5:32 pm with the following Directors in attendance:

PLEDGE OF ALLEGIANCE

Diane Black, Director —Present

Paul Newmaker, President— Present

Scott Pitcairn, Director— Present

Susan Pryor, Director— Present

Nina Sellen, Director— Present

Staff Present: Leslie Marshall; Jennifer McDonald, BC

- B. **SETTING OF AGENDA** The Board may adopt/revise the order of the agenda as presented.

-Moved Agenda item 2a *Receive a Presentation by Brandis Tallman, LLC Regarding Scotia Community Services District (SCSD) Updated Funding for Debt Restructuring and Improvement Projects* up front to New Business (directly proceeding 1a) so the representative presenting the item could leave the meeting in a timelier manner to travel a significant distance home.

- C. **CONSENT CALENDAR**

1. Approval of Previous Meeting Minutes; August 15, 2019
2. Approval of August 1, 2019 – August 31, 2019 Check Registers
3. Approval of Planwest Partners Invoices August 2019

-NO PUBLIC COMMENT-

Motion: To approve the Consent Calendar

Motion: Pitcairn Second: Pryor

Motion Vote:

Ayes: 5—Bristol, Newmaker, Pitcairn, Pryor, Sellen Opposed: 0, Absent: 0, Abstained: 0

Motion Carried? YES

- D. **PUBLIC COMMENT & WRITTEN COMMUNICATION**

-NO PUBLIC COMMENT-

GM discussed the *Division of Dam Safety's Notice Regarding Required Inundation Map; Scotia Log Pond Dam, No. 205*. SHN Engineers has drafted a response to the required documents detailing a timeline of impending submittal of inundation mapping and an Emergency Action Plan (EAP) per State requirements

- E. **NEW BUSINESS**

1. New Business

- a. Lee Knowles of Eco Green Solutions presenting PG&E funding opportunities including available rebates, incentives, and financing to save on PG&E costs.

- The California Public Utilities Commission (a regulatory agency that regulates privately owned public utilities in the state of California for the purpose of protecting consumers, safeguards for the environment and assurance of California's access to safe and reliable utility infrastructure and services) is the recipient of the dollar amounts imposed in a line item on everyone's PG&E bill. It is labeled *Other Programs and Services* or *Public Purpose Program*, and this is the source of funds used by companies such as Eco Green Solutions to implement potentially costly upgrades improve energy efficiency for a given entity.
- There are zero fees, interest, or upfront costs imposed on the District.
- After energy upgrades have been made, while less energy will be being consumed, our bill will stay at its normal rate until the money Eco Green invested in the upgrades has been paid back. After they are reimbursed the financial savings will be realized for the District.
- It is a minimally involved process for the CSD. Application, installation and support are handled by Eco-Green. We provide Eco Green with an energy bill and they conduct an energy audit of all the CSD's facilities the results of which are submitted to a PG&E third party to process the application. Demos for the actual upgrades are then developed and On Bill Financing (OBF) is signed off by PG&E. At the District's approval the upgrades are installed.
- The presentation was informational only and no formal action was taken. The Board did direct staff to proceed with the application process, which holds no binding obligations. Staff will bring the item to the Board at a later date to approve any official authorization to proceed with the loan procurement.

2. Old Business

- a. Receive a Presentation by Brandis Tallman LLC, Regarding Scotia Community Services District (SCSD) Updated Funding for Debt Restructuring and Improvement Projects (*This item was moved to the second order of business to allow presenters to leave earlier*).

Jeff Land of Brandis Tallman was present for the Board to ask any questions regarding the lease financing through Brandis Tallman. Adopting Resolution 2019-18 authorizes the Board President to sign off on the following documents:

- i. September 9, 2019 Lease (\$1,170M Project Fund) 7-31-19
- ii. September 6, 2019 Umpqua Bank Term Sheet
- iii. October 1, 2019 Lease Agreement
- iv. October 1, 2019 Memorandum of Lease Agreement
- v. October 1, 2019 Site Lease
- vi. Resolution 2019-18: RESOLUTION OF THE SCOTIA COMMUNITY SERVICES DISTRICT APPROVING A SITE LEASE, AND A LEASE AGREEMENT; MAKING CERTAIN DETERMINATIONS RELATING THERETO; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

- PUBLIC COMMENT-

A community member questioned how the district would be able to afford paying back the lease payments for this financing and was concerned that the money owed would be expected from the residents through assessments or rate increases. General Manager responded explaining that the funds are already procured for repayment and in reserve for that purpose. No increases to the

customers of the SCSD would be passed along.

Motion: To adopt Resolution 2019-18: RESOLUTION OF THE SCOTIA COMMUNITY SERVICES DISTRICT APPROVING A SITE LEASE, AND A LEASE AGREEMENT; MAKING CERTAIN DETERMINATIONS RELATING THERETO; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

Motion: Black **Second:** Pitcairn

Motion Vote:

Ayes: 5—Bristol, Newmaker, Pitcairn, Pryor, Sellen **Opposed:** 0, **Absent:** 0, **Abstained:** 0

Motion Carried? YES

1. New Business (continued)

b. General Manager's discussion of security and safety within Parks & Recreation facilities. Approve the letter written by the GM for distribution of the letter to residents of Scotia.

- Surveillance cameras on SCSD property has captured multiple incidences involving unsafe vehicular action in front of Fireman's Park. Drifting, spinning donuts, and speeding have been common occurrences.
- The nature of the letter was to inform residents if these actions continue the District may choose to close the park to vehicle access and only have pedestrian access remaining.
- Discussion included the idea of posting surveillance on the Scotia Neighborhood Watch Page, (a site administered by a resident not in attendance at the meeting) on Facebook.
- Public commentary included discourse on privacy concerns for residents who might have their vehicles recognized in the surveillance videos.
- The community and Board felt it would be beneficial to contact the site administrator of the Scotia Neighborhood Watch to discuss the possibility of posting the surveillance videos on that platform before sending notice to the residents.
- No action was taken on the matter at this time.

c. General Manager's NPDES permit renewal discussion.

- The SCSD's NPDES Permit is currently operating under a TOS permit from 2012.
- Permit was up for renewal in 2017 but was placed on an administrative hold to allow the involved parties to work towards a methodology for resolving the matter.
- The District is negotiating with the State (Regional Water Quality Control Board) to end the co-permittee status with Humboldt Redwood Company (HRC), an industrial discharger.
- The district will be meeting the SRWQCB and HRC on Wednesday October 9, 2019 to discuss potential outcomes and/or solutions to the situation of the NPDES permit.

d. Budgetary line item adjustment to reflect allocation of District Engineer's compensation moving from "Professional Services" to "Engineering Services".

- The SCSD has a Request for Qualifications (RFQ) for an engineer to operate on behalf of the district to provide consult and approval of the ongoing subdivision process.
- \$13,000 from “Contract Staff” on the SCSD Budget will be moved into “Engineering Services”.
- **-NO PUBLIC COMMENT-**
- **Motion: To approve a Budget Amendment to move \$13,000 of engineering expenses from Account 60350 “Contract Staff” to Account 60340 “Engineering”**
- **Motion:** Sellen **Second:** Newmaker
- **Motion Vote:**
- **Ayes:** 5—Bristol, Newmaker, Pitcairn, Pryor, Sellen **Opposed:** 0, **Absent:** 0, **Abstained:** 0
- **Motion Carried?** YES

2. Old Business

a. Receive a Presentation by Brandis Tallman LLC, Regarding Scotia Community Services District (SCSD) Updated Funding for Debt Restructuring and Improvement Projects.

(This item can be viewed above as it was moved under the *setting of the agenda* to directly follow agenda item E1a.).

G. REPORTS

The Board may briefly discuss any particular item raised; no action will be taken on these items.

1. **President’s Report:** none
2. **Board Director Reports:** none
3. **General Manager’s Report:**
 - Corridor Project is 90% complete.
 - New river pumps to be installed the second week of October.
 - Intake gallery halfway cleaned out and 1st new pump installed. 2nd pump to be installed soon.
 - Million-gallon tank will be cleaned out after October 15.
 - FEMA funding processing for the initial debris removal process and later for Clarifier replacement.
 - Lead remediation on the museum plaza is moving slowly while coordinating with Fred Runner and his request that the SCSD handle the coordination (not cost) for the ADA sidewalk repairs.
 - Bathymetric survey has been completed and the district can now proceed with the Solar project proposal with REC Solar.
 - Rio Dell Fire Protection District is pursuing an annexation (LAFCo application) of the Scotia Volunteer Fire Department to take over fire services in Scotia, Shively and Redcrest.
 - Currently the SCSD has the LAFCo authority to provide fire services however, a fire assessment was voted down in 2016 and the SCSD does not have the financial means to provide those services at this time.
4. **District Counsel’s Report:** none

5. **Engineer's Report:** none
6. **Fire Chief's Report:** none
7. **Board Clerk's Report:** none

Board Training: CSDA's Conflict of Interest Webinar

H. ADJOURNMENT at 8:03 PM by Diane Bristol

Next regular meeting of the SCSD will be held on October 17, 2019 at 5:30 PM. A special meeting may be held prior to that.

These minutes were approved by the Board of Directors of the Scotia Community Services District on October 17, 2019 at its duly-noticed regular meeting in Scotia, CA.

APPROVED:

Paul Newmaker, President
Board of Directors
Scotia Community Services District

Date

ATTEST:

Jennifer McDonald, Board Clerk
Scotia Community Services District

Date

3:22 PM

10/10/19

Accrual Basis

Scotia Community Services District

Account QuickReport

As of September 30, 2019

Type	Date	Num	Name	Memo	Amount	Balance
10000 · RCB Checking 28239						1,295,031.16
Deposit	09/03/2019			Deposit	4,380.49	1,299,411.65
Deposit	09/03/2019			Deposit	996.53	1,300,408.18
Bill Pmt -Check	09/03/2019	50927	Fortuna Ace	fortuna ace statement	-414.73	1,299,993.45
Bill Pmt -Check	09/03/2019	50928	Sport & Cycle	Bases and other items for the ball field	-790.98	1,299,202.47
Deposit	09/04/2019			Deposit	420.75	1,299,623.22
Check	09/04/2019	Autopay	AT&T	Landline phone services WWTP	-157.21	1,299,466.01
Check	09/04/2019	Autopay	AT&T	Landline services at WTP	-374.95	1,299,091.06
Check	09/04/2019	Autopay	AT&T	Landline phone services Admin Office	-285.77	1,298,805.29
Bill Pmt -Check	09/04/2019	50929	Johnson's Mobile Rentals	fencing around museum plaza	-235.33	1,298,569.96
Bill Pmt -Check	09/04/2019	50930	Renaissance Computing	desktop for admin	-962.92	1,297,607.04
Bill Pmt -Check	09/04/2019	50931	Windy Point Fence	fencing around baseball field	-1,800.00	1,295,807.04
Bill Pmt -Check	09/04/2019	50932	Sequoia Gas Co.	tank rental/ hazmat fees	-85.09	1,295,721.95
Bill Pmt -Check	09/05/2019	50933	Petty Cash	Replenish Petty Cash Box	-86.40	1,295,635.55
Bill Pmt -Check	09/05/2019	50934	Borges & Mahoney Inc	Sensors for the WTP	-830.00	1,294,805.55
Bill Pmt -Check	09/05/2019	50935	Clyde's Towing	Towing Dodge - bad starter	-100.00	1,294,705.55
Bill Pmt -Check	09/05/2019	50936	High Rock Conservation Ca...	Con Crew for landscape	-585.00	1,294,120.55
Bill Pmt -Check	09/05/2019	50937	Mobley Construction	Vac Truck	-900.00	1,293,220.55
Bill Pmt -Check	09/05/2019	50938	North Coast Laboratories	Lab testing and monitoring	-2,585.00	1,290,635.55
Bill Pmt -Check	09/05/2019	50939	SDRMA	7724	-1,203.60	1,289,431.95
Bill Pmt -Check	09/05/2019	50940	Sequoia Gas Co.	fuel for clearing the log pond	-66.65	1,289,365.30
Check	09/09/2019	Autopay	Suddenlink Business	Acct no. 1000001-3310-731744901	-369.22	1,288,996.08
Bill Pmt -Check	09/10/2019	50941	Alternative Business Conce...	Monthly Invoice for service contract ...	-97.14	1,288,898.94
Bill Pmt -Check	09/10/2019	50942	PG&E	Carpenter's Shop Electric Bill	-336.69	1,288,562.25
Bill Pmt -Check	09/10/2019	50943	Prentice, Long PC	Personnel consult, Brandis Tallman...	-1,700.00	1,286,862.25
Bill Pmt -Check	09/10/2019	50944	Recology Eel River	496525 & 505547	-147.19	1,286,715.06
Bill Pmt -Check	09/10/2019	50945	Renner Petroleum	49589	-776.69	1,285,938.37
Bill Pmt -Check	09/10/2019	50946	SDRMA	7724	-501.47	1,285,436.90
Bill Pmt -Check	09/10/2019	50947	TimeClock Plus	Hardware Support Renewal_Cust No...	-219.55	1,285,217.35
Check	09/10/2019	50949	John Hancock USA	PARS #86360	-528.06	1,284,689.29
Liability Check	09/10/2019	E-pay	EDD	093-5926-6 QB Tracking # -2099572...	-300.35	1,284,388.94
Liability Check	09/10/2019	E-pay	United States Treasury	82-1570573 QB Tracking # -2099562...	-1,268.08	1,283,120.86
Deposit	09/10/2019			Deposit	12,829.03	1,295,949.89
Liability Check	09/11/2019		QuickBooks Payroll Service	Created by Payroll Service on 09/10/...	-1,659.42	1,294,290.47
Deposit	09/11/2019			Deposit	550.00	1,294,840.47
Bill Pmt -Check	09/11/2019	50950	Jonathon Penny	Mowing trimming CSD properties	-210.00	1,294,630.47
Bill Pmt -Check	09/11/2019	50951	Steves Septic	Pumped 2500 Gal.	-750.00	1,293,880.47
Paycheck	09/12/2019	DD1030	Brandon W. Wishneff	Direct Deposit	0.00	1,293,880.47
Paycheck	09/12/2019	50948	Owen K. Farmer		-2,072.80	1,291,807.67
Deposit	09/18/2019			Deposit	3,315.44	1,295,123.11
Bill Pmt -Check	09/18/2019	50952	Bedliners Plus	round step up bar ford	-380.40	1,294,742.71
Bill Pmt -Check	09/18/2019	50953	Six Rivers Portable Toilets	toilets for the FUHS annual event	-271.94	1,294,470.77
Bill Pmt -Check	09/18/2019	50954	SHN		-15,128.63	1,279,342.14
Bill Pmt -Check	09/19/2019	50955	Jonathon Penny		-310.00	1,279,032.14
Bill Pmt -Check	09/19/2019	50956	PARS	SCO020	-300.00	1,278,732.14
Bill Pmt -Check	09/19/2019	50957	Pintermedia	Annual Web Hosting	-360.00	1,278,372.14
Bill Pmt -Check	09/19/2019	50958	RCB Mastercard	Mastercard Bill	-2,206.55	1,276,165.59
Bill Pmt -Check	09/19/2019	50959	TimeClock Plus	Annual License Renewal	-612.00	1,275,553.59
Deposit	09/19/2019			Deposit	1,676.55	1,277,230.14

3:22 PM

10/10/19

Accrual Basis

Scotia Community Services District
Account QuickReport
As of September 30, 2019

Type	Date	Num	Name	Memo	Amount	Balance
Deposit	09/19/2019			Deposit	677.11	1,277,907.25
Bill Pmt -Check	09/19/2019	50960	Planwest Partners	Staffing Sevices	-19,287.94	1,258,619.31
Check	09/24/2019	50962	John Hancock USA	PARS #86360	-549.95	1,258,069.36
Liability Check	09/24/2019	E-pay	EDD	093-5926-6 QB Tracking # 15042949...	-287.99	1,257,781.37
Liability Check	09/24/2019	E-pay	United States Treasury	82-1570573 QB Tracking # 1504302...	-1,243.58	1,256,537.79
Deposit	09/24/2019			Deposit	271.60	1,256,809.39
Deposit	09/24/2019			Deposit	539.07	1,257,348.46
Liability Check	09/25/2019		QuickBooks Payroll Service	Created by Payroll Service on 09/24/...	-1,795.62	1,255,552.84
Bill Pmt -Check	09/25/2019	50963	Leslie Marshall	Reimbursement for paper towes, tp, ...	-58.82	1,255,494.02
Bill Pmt -Check	09/25/2019	50964	NTU Technologies	960 1 (275 gallon) tote	-3,687.19	1,251,806.83
Bill Pmt -Check	09/25/2019	50965	Pacific EcoRisk	NPDES Chronic Toxicity Testing	-273.57	1,251,533.26
Bill Pmt -Check	09/25/2019	50966	Six Rivers Portable Toilets	Rented portopotty and handwashing ...	-107.98	1,251,425.28
Bill Pmt -Check	09/25/2019	50967	Sunbelt Rentals, Inc	Mini ex- for work on the soccer field	-425.97	1,250,999.31
Deposit	09/25/2019			Deposit	27,411.48	1,278,410.79
Deposit	09/25/2019			Deposit	10,656.38	1,289,067.17
Paycheck	09/26/2019	DD1031	Brandon W. Wishneff	Direct Deposit	0.00	1,289,067.17
Paycheck	09/26/2019	50961	Owen K. Farmer		-1,837.95	1,287,229.22
Check	09/26/2019	50968	Town of Scotia	VOID: Mortgage Payment # 18	0.00	1,287,229.22
Deposit	09/26/2019			Deposit	506.05	1,287,735.27
Check	09/28/2019	Autopay	AT&T	Internet Service Admin office	-60.00	1,287,675.27
Total 10000 · RCB Checking 28239					-7,355.89	1,287,675.27
TOTAL					-7,355.89	1,287,675.27

Scotia Community Services District
Account QuickReport
As of September 30, 2019

Type	Date	Num	Name	Memo	Original Amount	Paid Amount	Balance
12000 · RCB Savings 10367							156,819.53
Total 12000 · RCB Savings 10367							156,819.53
TOTAL							156,819.53

Scotia Community Services District
Account QuickReport
As of September 30, 2019

Type	Date	Num	Memo	Original Amount	Paid Amount	Balance
12100 · RCB Cust Deposit Savings 10797						5,406.29
Total 12100 · RCB Cust Deposit Savings 10797						5,406.29
TOTAL						5,406.29



INVOICE

DATE: September 30, 2019
TO: Paul Newmaker, Board President
Scotia Community Services District

INVOICE # 19-226-09

Approved for Payment

PROJECT: Scotia Community Services District Staffing Services for September 2019

Task 1 – Administrative Duties

1.1 Administrative Duties

General Admin tasks- filing, document prep, staff meetings, travel for meetings/staffing, responded to all incoming correspondence. Checked SCSD e-mail, mail, phone messages. Staff meetings, operations meetings, etc. Engineering Services RFQ. Coordinated Brandis Tallman Financing for 1.17 million for parks and rec capital projects.

1.2 Policies, Procedures, Ordinances

Reviewed Personnel Policy language, Wastewater Ordinance (pre-treatment/local limits)

1.3 Community Meetings Preparation and Attendance

Met with parties on various District matters. Construction Meetings and continued coordination for Corridor Project.

1.4 CSD Board Meeting Preparation

Prepared agenda and board packet and attended regular meeting on August 15th.

1.5 Bookkeeping, Billing, Invoicing, and Banking

General billing and invoicing. QuickBooks and financial accounting. Banking.

1.6 Website Postings, Emails, File Management

Regular website maintenance and development. Website posting and document publishing. General e-mail responses/correspondence.

1.7 Budgeting

General budget review.

1.8 Grant Research and Writing

Continued correspondence with SHN on water and wastewater planning grant applications. FEMA grant meetings, Request for Quotation Prep and Sent. USDA Search Grant Application.

1.9 Personnel

Management and coordination of personnel, scheduling, policy review, etc.

Task 2 – Operations/Management of District Assets

Continued operations for water, wastewater, parks and recreation, streets and street lighting, and storm drainage. WW Board meeting/inspection NPDES review and coordination with all staff, CIWQS reporting, local limits study, log pond vegetation removal, Dam Safety Letter re: EAP/FIM. W tank inspections, HRC water hauler agreement. 22 trees project, park rentals, letter to residents, etc Letter of no objections for HRC Demo.



Services September 2019

Principal*	0 hours @ \$108 per hour	\$ 0.00
General Manager*	138 hours @ \$78 per hour	\$ 9,672.00
Asst. GM*	40 hours @ \$58 per hour	\$ 2,320.00
W/WW Operations Superintendent	17.50 hours @ \$58 per hour	\$ 1,406.50
GIS Analyst	5 hours @ \$72 per hour	\$ 144.00
Planning Tech/Admin/Clerk*	116.75 hours @ \$42 per hour	\$ 5,250.00
Times Standard Notices		\$ 289.16
Mileage Expenses	654.2 miles @ \$ 0.58/ mile	<u>\$ 390.22</u>
AMOUNT THIS INVOICE # 19-226-09		\$ 20,041.88

*General Manager, Asst. GM, Clerk & Principal time and activities include travel.

Please make check payable to: Planwest Partners
P.O. Box 4581
Arcata, CA 95518
Tax Identification Number: 90-0262382

Scotia CSD: Planwest Partners Staffing - SEPTEMBER 2019

Task				Planwest Partners Inc.											
	Rate	Budget	July	August	Senior Planner	General Manager LM	Asst. GM ST	Engineer SD	Operations Super-intendent BG	GIS Analyst JB	Planning Tech/Admin JM	Expense	Month Total	Year to Date Total	Remaining Budget
		\$261,156.00			\$92	\$78	\$58	\$58	\$58	\$72	\$42.00				
Task 1 -Administrative Duties		\$169,476.00											\$13,860.38	\$39,267.12	\$130,208.88
1.1 Administrative Duties			\$3,863.80	\$3,376.44		18.00	4.00			5.00	35.50	\$679.38	\$4,166.38	\$11,406.62	
1.2 Policies, Procedures, Ordinances			\$646.50	\$253.00		2.75							\$214.50	\$1,114.00	
1.3 Community Meetings prep & attendance			\$594.00	\$390.00		3.75				3.75			\$450.00	\$1,434.00	
1.4 CSD Board Meeting (Prep & Attendance, Minutes)			\$2,038.50	\$1,864.50		8.00	4.00			16.50			\$1,549.00	\$5,452.00	
1.5 Bookkeeping, Banking, Billing, and Invoicing			\$2,427.00	\$2,140.50		13.50				31.50			\$2,376.00	\$6,943.50	
1.6 Website/Emails/File Management			\$1,690.50	\$1,797.00		4.00				28.75			\$1,519.50	\$5,007.00	
1.7 Budgeting			\$58.00	\$117.00		2.00							\$156.00	\$331.00	
1.8 Grant Research and Writing			\$448.50	\$663.00		18.50							\$1,443.00	\$2,554.50	
1.9 Personnel			\$1,695.00	\$1,343.50		21.00	6.00						\$1,986.00	\$5,024.50	
Task 2- Operations/Management		\$91,680.00											\$6,181.50	\$20,538.00	\$71,142.00
2.1 Treated Water, Raw Water, and Distribution			\$1,999.00	\$2,081.50		7.00	7.00						\$952.00	\$5,032.50	
2.2 Wastewater Collection, Treatment, Discharge, NPDES			\$2,776.00	\$3,838.50		18.50	11.00		17.50				\$3,096.00	\$9,710.50	
2.3 Stormwater and Drainage			\$116.00	\$0.00									\$0.00	\$116.00	
2.4 CSD Streets & Alleys, Street Lighting			\$0.00	\$0.00									\$0.00	\$0.00	
2.5 Parks Recreation: Community Forest, Theatre, Museum, Carpenter shop, Landscaping			\$953.50	\$1,092.00		11.50	8.00			0.75			\$1,392.50	\$3,438.00	
2.6 Land & Easements			\$1,169.00	\$331.00		9.50							\$741.00	\$2,241.00	
Staff Hours					0.00	138.00	40.00	0.00	17.50	5.00	116.75	Total Hrs	317.25		
Total		\$261,156.00	\$20,475.30	\$19,287.94	\$0.00	\$10,764.00	\$2,320.00	\$0.00	\$1,015.00	\$360.00	\$4,903.50	\$679.38	\$20,041.88	\$59,805.12	\$201,350.88

Monthly Expenses	Expense
Mileage: 672.8 @ \$0.58/mile (miles)	\$390.22
Noticing Expenses	\$289.16
Printing Expenses	\$0.00
Postage Expenses	\$0.00
Monthly Expense Total	\$679.38

Advertising Order Confirmation

Times-Standard
The North Coast's Daily Newspaper, Founded 1864

Tri-City Weekly
www.tricityweekly.com

Redwood Times

The Humboldt Beacon

09/13/19 12:49:09PM

Page 1

Ad Order Number

0006398346

Customer

PLANWEST PARTNERS - LEGAL

Payor Customer

PLANWEST PARTNERS - LEGAL

PO Number

Sales Representative

Robin Imholte

Customer Account

2094359

Payor Account

2094359

Ordered By

Jenn McDonald

Order Taker

Gloria Mutch

Customer Address

1125 16TH ST STE 200
ARCATA, CA 95521

Payor Address

1125 16TH ST STE 200
ARCATA, CA 95521

Customer Fax

Order Source

Select Source

Customer Phone

707-825-8260

Payor Phone

707-825-8260

Customer EMail

Current Queue

Ready

Invoice Text

Public Notice - Request for Qualifications for engineering
and Surveying Services

Tear Sheets

0

Affidavits

0

Blind Box

Materials

Promo Type

Special Pricing

Ad Number

0006398346-01

Ad Size

2 X 41 Li

Color

Production Color

Ad Attributes

Production Method

AdBooker

Production Notes

External Ad Number

Pick Up

Ad Type

Legal Liner

Released for Publication

**SCOTIA COMMUNITY SERVICES
DISTRICT**

**REQUEST FOR QUALIFICATIONS FOR
ENGINEERING AND SURVEYING
SERVICES**

The Scotia CSD is requesting qualifications from both California State registered engineers and California Licensed professional land surveyors to perform a variety of supporting engineering and surveying services on an as-needed or project basis for District projects. Applicants or applicant firms may submit statements of qualifications for either or both services as appropriate.

For more information, RFQ available at <http://scotiacsd.com/employment/>.

Application deadline Thursday October 3, 2019, 4:00 PM.

For more information please visit scotiacsd.com, visit in person at the Scotia CSD office at 400 Church St, Scotia, CA 95565 or email us at infoscotiacsd@gmail.com.

Product

Eureka Times Standard

Requested Placement

Legals CLS NC

Requested Position

General Legal NC - 1076~

Run Dates

09/17/19, 09/18/19

Inserts

2

Advertising Order Confirmation



09/13/19 12:49:09PM

Page 2

Order Charges:

Net Amount
289.16

Tax Amount
0.00

Total Amount
289.16

Payment Amount
0.00

Amount Due
\$289.16

Please note: If you pay by bank card, your card statement will show "CAL NEWSPAPER ADV" or "CALIFORNIA NEWSPAPER ADVERTISING SERVICES", depending on the type of card used.

Scotia Community Services District

Staff Report

DATE: October 17, 2019
TO: Scotia Community Services District Board of Directors
FROM: Leslie Marshall, General Manager
SUBJECT: Annexation of Scotia Volunteer Fire Department (SVFD) into the Rio Dell Fire Protection District (RDFPD)

RECOMMENDATION:

The Administrative staff recommends that the Board receive an informational presentation from Joe Timmerman of the RDFPD and Sarah West of Humboldt's Local Agency Formation Commission (LAFCo) regarding the RDFPD's proposal to annex fire services (the Scotia Volunteer Fire Department) for the community of Scotia and request for "In-Kind Services" cost exchange. Staff further recommends the Board discuss the proposal and cost exchange. A formal written agreement will need to be developed.

ACTION:

The presentation is informational only. No action will be taken at this time. Staff recommends the Board use this as an opportunity to ask any questions and supply feedback.

DISCUSSION:

The Rio Dell Fire Protection District (Rio Dell FPD), in conjunction with Town of Scotia LLC (TOS), and the Redcrest Volunteer Fire Department (Redcrest VFD) are working on a proposal to potentially merge departments which would designate the Rio Dell FPD as the primary fire and emergency service provider to the communities of Scotia, Redcrest, Shively, and surrounding areas. Doing so would involve annexing these territories into the RDFPD and merging the assets and departments that currently serve these communities.

Background

Currently TOS, a private entity, is the primary fire and emergency service provider to the Scotia community. Once TOS has finished subdividing the community into private property, they will no longer fund the fire department for Scotia. Originally, the provision of fire protection services was one of the powers authorized for the Scotia CSD at the time of formation. The intention was to transition the funding of fire protection services from the Town of Scotia Company to the community of Scotia as parcels are subdivided and sold into private ownership.

In 2016, Scotia CSD initiated a proposition 218 process asking the community of Scotia to approve a benefit assessment for fire protection services provided by the Scotia CSD. The assessment amount was proposed at \$147 per Equivalent Benefit Unit (EBU), with a single-family home equal to one EBU. The proposed benefit assessment did not pass, and the Scotia Volunteer Fire Department continues to receive funding from TOS and operate separately from the Scotia CSD. It is expected that the Scotia VFD shall remain under TOS jurisdiction until either: (i) a funding mechanism is accepted by the District or another service provider is established to operate the Scotia VFC; or (ii) until such time as the last phase (phase 5) of the Subdivision is complete and the phase 5 Subdivision Map is recorded.

Rio Dell FPD, a separate government agency from the City of Rio Dell, is the closest fire service provider, and often responds to calls for service in the Scotia community. Understanding that TOS does not intend to continue funding the Scotia Fire company indefinitely, and seeing that Rio Dell FPD is the likely logical service provider to the Scotia community, Rio Dell FPD has been working to explore the feasibility of becoming the primary service provider to the community, thereby preventing any future gaps in service and ensuring Scotia has sustainable fire and emergency services into the future. As Rio Dell FPD was exploring the feasibility of annexing the Scotia area, it became apparent that the communities of Stafford, Holmes, and Redcrest to the southeast of Scotia may also benefit from merging with the Rio Dell FPD, and were then included in the proposal development process.

Scotia Proposal

TOS has been working with the Rio Dell FPD to develop a merger proposal that would include a transfer of TOS's fire service-related assets and merge the Scotia Volunteer Fire Department with the Rio Dell FPD's department. As a part of this agreement, the Scotia Station would continue to operate as a part of Rio Dell FPD, and Scotia fire volunteers would continue to respond out of the Scotia station to serve the Scotia area.

Formally, Rio Dell FPD will be applying to the Humboldt Local Agency Formation Commission (LAFCo) to annex the Scotia, Redcrest, and nearby communities into their jurisdictional boundary. They anticipate submitting this application in November 2019, and Humboldt LAFCo would likely consider the proposal early in 2020.

As the agency currently authorized to provide fire service to the Scotia community, Scotia CSD will continue to be consulted when the LAFCo process begins. When considering whether to authorize the Rio Dell FPD to annex the Scotia area, LAFCo will consider whether to remove the authorization of fire service to the Scotia CSD. Whenever possible, LAFCo prefers that only a single agency is designated to provide a type of municipal service to a community, to prevent confusion and ensure the efficient delivery of services.

In terms of financial considerations, annexing the community of Scotia into the Rio Dell FPD would apply the FPD's current assessment of \$25 per unit of benefit to the Scotia community. The unit assignment varies from 1 unit for a vacant parcel to 20 units for a Heavy/Industrial parcel. A typical single-family residence is assigned 4 Units of Benefit, so the average homeowner will pay a total of \$100.00 per year.

If Rio Dell FPD were to annex the Scotia area and take on ownership of the Scotia Fire Station, the Rio Dell FPD's assessment would apply to all Scotia CSD properties in the annexation area, and vice versa. Below is the estimated costs to each agency.

Rio Dell FPD's Assessment Applied to Scotia CSD Property

Scotia CSD	Situs Address	Use Code	Annual Assessment
205-411-005-000	Main St	8000	\$300
205-411-006-000	400 Church St	8000	\$300
205-421-004-000	Railroad Av	8000	\$300
205-421-005-000	Railroad Av	8000	\$300
205-421-006-000		8000	\$300
205-421-008-000	Williams St	8000	\$300
205-421-009-000		8000	\$300
205-431-016-000	117 Main St	8000	\$300
205-432-017-000	125 Main St	8000	\$300
		Total	\$2,700

Scotia CSD's Assessment and Utility Fees Applied to Future Rio Dell Property**Assessments FY 2019/2020**

Streets & Street Lighting \$221.72
Storm Drainage \$140.04
Parks & Recreation \$1,254.06

****Assessments are on a 5-year annual 1.5% rate increase schedule****

Scotia Fire Station	Total FY 19/20 Annual Assessment	Avg. Monthly Utility (W/WW) Bill	Annual Utility (W/WW) Estimate	Utility Cost	Total
145 Main Street	\$1,615.82	\$500.00	\$6,000.00		\$7,615.82

FISCAL IMPACT:

See above tables

ATTACHMENTS:

None.

Scotia Community Services District

Staff Report

DATE: October 17, 2019

TO: Scotia Community Services District Board of Directors

FROM: Leslie Marshall, General Manager; Jenn McDonald, Board Clerk

SUBJECT: Receive an informational presentation from North Coast Paintball proposing a recreational paintball course on SCSD property.

RECOMMENDATION:

The Administrative staff recommends that the SCSD Board consider the proposal presented by Brian Chase from North Coast Paintball for the operation of a paintball course on the SCSD's soccer field.

ACTION:

Consider authorizing staff to develop a rental contract/lease agreement with North Coast Paintball. Any agreements will be reviewed by legal counsel.

DISCUSSION:

The soccer field is being requested for use on weekends only for a paintball course. The inflatable structures used for the course are deflated and put away between the hours of operation. North Coast Paintball is proposing to build a new, lower (4-foot) fence (without barbed wire) on the roadside of the soccer field and to place a storage container on site for the inflatables and other equipment to be housed when not in use. This company uses gelatin paintballs with a soap-based fill (non-staining) so as not to leave plastic litter. Staff is interested in this proposal as a possible way to encourage community members away from using the Scotia Community Forest as a paintball course which leaves a significant amount of plastic litter as well as CO₂ cylinders in the forest.

FISCAL IMPACT:

Standard Parks and Rec fees may apply, donated materials will be factored into a maintenance cost sharing agreement.

ATTACHMENTS:

Proposal
Presentation



Scotia Soccer Park

Hello

We are North Coast Paintball, a newly formed company led by Matt Storm and Brian Chase. We have successfully owned and operated a public paintball field in Redding California for nearly 10 years. We have since moved to Humboldt County a few years back and would like to introduce paintball into the Scotia community. A successful paintball park is relatively light on the terrain and environment using portable inflatable paintball field kits known as "Airball Bunkers". A complete set of these bunkers are set up and taken down in a matter of hours. We currently hope to be setting up every other weekend. To ensure no damage comes to the soccer field, the bunkers will be held down using sandbags.

Public Safety

We plan to bring on site 150ft of standard portable tournament netting known as "Hybrid-netting". This netting exceeds the ATSM standards and ensures that spectators and passersby are safely protected from the risk of being struck by paintballs.

Environmental Concerns

The Paintballs themselves are made from Biodegradable PEG (Polyethylene glycol) Materials. The Shell is basically the same gelatin materials found in medicine, vitamins, bath products etc., completely biodegradable, stain free and harmless to the environment.

Storage

An on-site 10'x20' metal container will be used to store rental gear such as paintball markers, masks and paintballs, as well as the inflatable field itself. All of which would be put away and locked in the container at the end of each day of play.

Legal

The park itself as well as participants will be insured through [Sadler Sports insurance](#). Sadler requires compliance regarding location insurability, field layout, netting requirements, safety signage and staff education. All participants will be required to sign liability waivers annually provided by Sadler before participation.

Attached: Aerial and street view of proposed field set up and site



Scotia Community Services District

Staff Report

DATE: October 17, 2019
TO: Scotia Community Services District Board of Directors
FROM: Leslie Marshall, General Manager
SUBJECT: Request for Qualifications (RFQ) for Professional Surveyor Services and
Licensed Engineer On-call Services.

RECOMMENDATION:

General Manager recommends the Board review the proposals received in response to the RFQ issued on September 13, 2019 for Professional Surveyor Services and Licensed Engineer On-call Services and authorize the General Manager to negotiate a contract. (Legal will review all contracts).

ACTION:

Review and discuss the three (3) on-call Professional Surveyor Services and Licensed Engineer Proposals, approve one (1) and authorize the General Manager to negotiate a contract.

DISCUSSION:

The SCSD lost the services of our District Engineer Steve Davidson last month and is seeking to fulfill the opening with a qualified applicant or firm who will serve to assist the District with engineering services for the Town of Scotia LLC subdivision and construction processes. The SCSD is also pursuing the services of a surveyor or surveying firm for an as needed and project basis.

FISCAL IMPACT:

Variable – see RFQ's/Proposals

ATTACHMENTS:

Statement of Qualification and Proposals from:

- Celerity Consulting Group
- Ontiveros & Associates Consulting Engineers and Surveyors
- Whitchurch Engineering



Request for Qualifications

Professional Surveyor Services and Licensed Engineer On-call Services

The Scotia Community Services District ("District") is requesting qualifications from both California Licensed professional land surveyors and California State registered engineers to perform a variety of supporting engineering and surveying services on an as-needed or project basis for District projects. Applicants or applicant firms may submit statements of qualifications for either or both services as appropriate.

1. Licensed Engineer On-call Services

The Scotia Community Services District ("District") is requesting qualifications from California licensed Engineers to perform engineering services on an as-needed or project basis for District projects.

Specific services shall be on call and shall include all duties typically expected of a Licensed Engineer or engineering firm. The District will compensate for engineering services based on standard hourly rates and fee schedule. It is expected that the selected Engineer(s) will be available for on-call consultation and will work at the direction of the current General Manager, Leslie Marshall.

SCOPE OF SERVICES

The Scotia CSD is seeking a District Engineer who will provide engineer services and advice to the district. The engineer will work with the General Manager to review plans prepared for the Town of Scotia LLC. subdivision modifications; will assist in answering questions directed towards the CSD regarding the subdivision construction process during construction based on changes in the field; will update the Board on progress and changes during construction of subdivision changes. The main role of the district engineer is to insure that the long term interests of the District (such as operation and maintenance issues) are being provided for in the subdivision plans and field changes.

Services to be performed by the engineer or engineering firm may include but are not limited to:

- Review development plans and specifications, preliminary plats, final plats and construction drawings for both developer and County constructed public and private infrastructure, specifically for the Scotia Subdivision process;
- Serve as the District's representative during the review, plan approval, construction management, and project closeout phases of Scotia Subdivision process prepared by other engineers and submitted to the County for approval.
- Review preliminary engineering design drawings and design calculations for general conformance with local, state, county, and District requirements and sound engineering practices;
- Review final submitted construction plans prepared by other professionals and after acceptance, stamp and sign the drawings as "Approved for Construction" by the District Engineer;



- Provide project construction observations of public improvements for development projects. Verify general conformance with District approved construction plans and specifications;
- Attend construction meetings, Board Meetings, or other meetings as requested by District;
- Suggest and comment on engineering related issues regarding ordinance modifications, public works design standards, and construction specification modifications;
- Assist with GPS/GIS data gathering and information compilation relating to existing infrastructure;
- Review legal descriptions, subdivision maps or plats, Records of Survey, boundary lines adjustments, and other parcel boundary changes in conjunction with the District on-call surveyor;
- Perform additional basic engineering and special services as requested by the District.

Work Product: The selected engineer will be expected to provide the District with copies of all work products without limitation in printed and electronic form, including but not limited to: reports, analyses, correspondence, plans, proposals, submittals, schematics, exhibits, drawings and any other documents produced in connection with the consulting relationship with the District.

For special projects, the selected engineer shall provide a work order upon written request from the District. The work order shall include a detailed proposal and scope of work, schedule and cost proposal. Special projects may include, but are not limited to, design of District owned public works facilities including streets, water, sewer, storm drainage facilities, and District owned parks and buildings.

2. Professional Land Surveying On-call Services

The Scotia Community Services District ("District") is requesting qualifications from California licensed Professional Land Surveyors to perform land surveying services on an as-needed or project basis for District projects. Specific services shall be on call and shall include all duties typically expected of a Professional Land Surveyor or surveying firm.

SCOPE OF SERVICES

These services to be performed by the surveyor or surveying firm may include, but are not limited to:

- Prepare legal descriptions and information shown with the description of any deed or other title document;
- Prepare subdivision maps or plats;
- Prepare Record of Surveys;
- Perform boundary line adjustments,
- Perform monument perpetuation/preservation in areas that will be impacted by District projects (Includes site investigation for existing monumentation, with report to District with recommendations. May include pre-and post-construction corner records);



- Replace lost or obliterated property corners;
- Set boundary markers or property corners, also known as monuments;
- Retrace boundaries for fences and other purposes;
- Locate, relocate, establish, reestablish, or retrace any property line or boundary of land parcels, rights-of-way, easements, elevations or alignments of those lines or boundaries;
- Review maps and/or surveys such as Parcel Maps, Final Maps, or Tentative Maps;
- Stake the location of fixed engineering works for construction purposes;
- Investigate boundary discrepancies; and
- Determine earth surface contours for topographic maps.

Work Product: The selected engineer will be expected to provide the District with copies of all work products without limitation in printed and electronic form, including but not limited to: reports, analyses, correspondence, plans, proposals, submittals, schematics, exhibits, drawings and any other documents produced in connection with the consulting relationship with the District.

For special projects, the selected engineer shall provide a work order upon written request from the District. The work order shall include a detailed proposal and scope of work, schedule and cost proposal. Special projects may include, but are not limited to, design of District owned public works facilities including streets, water, sewer, storm drainage facilities, and District owned parks and buildings.

SUBMITTAL CONTENT

To standardize responses and simplify the comparison and evaluation, all statements must be organized in the manner set forth below, separated into sections, and appropriately labeled. All information and materials requested shall be provided in the proposal under a single cover. The submittal length shall be limited to a maximum of 20 single-sided pages.

Cover Letter – State the firm's interest with pertinent contact person information signed by an individual authorized to negotiate on behalf of the Consultant's firm.

General Firm Profile – Provide a general firm description. Describe services provided by the firm, the location of main and branch offices, and the number of years the firm has provided services similar to those requested above.

Key Personnel – Provide the names of the key personnel, with a brief summary of the areas of their expertise. Any change in key personnel will require District approval.

District Experience – Describe work for other special districts or municipalities.

References – Provide at least three references, including title, phone and email contact information.

Supplemental Information – Firms are encouraged to submit any additional information that may be considered by the District.



The District is not responsible for costs associated with the preparation of the proposals; there is no express or implied obligation for the District to reimburse Consultant for any expenses incurred in preparing or submitting a statement of qualifications. Questions regarding the RFQ's scope of services may be directed to Leslie Marshall, General Manager at infoscotiacsd@gmail.com.

The District reserves the right to accept or reject any and all statements of qualifications. Materials submitted by Consultant are subject to public inspection under the California Public Records Act (Government Code Section 6250 et seq.), unless exempt.

SUBMITTAL:

All statements of qualifications (2 printed copies or .PDF) in response to this RFQ shall be received by 4 PM, October 3rd, 2019. Hardcopy submittals shall be delivered to the SCSD office at 400 Church Street, Scotia, CA, 95565 or emailed to: infoscotiacsd@gmail.com.

EVALUATION AND SELECTION

Selection of firms to be interviewed shall be based on the following criteria:

- 1) Firm's Ability. The firm's ability to provide quality municipal engineering services at a reasonable cost.
- 2) Firm's Experience. The firm's experience with and expertise in municipal engineering services as listed in the scope of services, as well as knowledge of District, County & relevant agency processes.
- 3) Primary Experience. The experience and qualifications of the applicant or applicant firm's staff that will have primary contact with District staff.
- 4) Conflicts of Interest Avoidance. The firm's demonstrated avoidance of personal or organizational conflicts of interest regarding any matters of litigation, specific contracts or relationship with Town of Scotia LLC, Humboldt Redwood Company LLC, Humboldt Sawmill Company LLC., or otherwise.
- 5) Commitment. The extent of involvement by the firm's key qualified personnel and the likelihood that key personnel will develop a long term and intimate knowledge of the District's infrastructure.
- 6) References. The extent to which previous clients have found the firm's services acceptable.

PROPOSED AWARD SCHEDULE

<u>September 13th</u>	Issue Request for Qualifications
<u>October 3rd</u>	RFQs Submittal Deadline
<u>October 10th</u>	Evaluations Complete and on-call list prepared for District Manager
<u>October 17th</u>	District Manager presents recommendations to District Board & requests authorization to negotiate on-call contracts.



RESERVATION OF RIGHTS AND CONTRACT REQUIREMENTS

- A. The District reserves the right to select multiple or no firms in response to this RFQ.
- B. The District will offer selected firms on-call contract. Contract documents are reviewed by legal counsel.
- C. **Independent Contractor**-Firm agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is and shall be deemed to be an independent contractor(s), responsible for its respective acts or omissions, and that the District shall in no way be responsible for firm's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.
- D. **Insurance**-The offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences: 1. Worker's Compensation – Statutory requirements and benefits. 2. Employers Liability – District requirements. 3. Comprehensive General Liability - District requirements, 4. Automobile Liability - District requirements. 5. Professional Liability/Errors and Omissions Coverage -- The Scotia Community Services District is to be named as additional insured on the Comprehensive General Liability and Automobile Liability policies and this is to be so noted applicable Certificates of Insurance. The Certificates shall be delivered to the Scotia Community Services District prior to the commencement of work.

Chad C. Mosier PE, PLS, PMP
Senior Director,
Design and Engineering Services

Civil Engineer and Land Surveyor with over 35 years in the profession. Involved in all aspects of Civil Engineering and Land Surveying including topographic and boundary surveys, civil design, construction management, permitting and project management. Management of large teams of engineers and other consultants on high profile, high pressure projects. Acted as owner's representative providing construction management and inspection on Public Works projects. Developed and reviewed bid documents, engineering report and other deliverables.

Skills

- Professional Civil Engineer (RCE 59863)
- Professional Land Surveyor (PLS 7451)
- Project Management Professional (PMP)
- AutoCAD
- GPS and conventional field survey techniques
- Boundary resolution legal descriptions
- GIS Mapping

Experience

JANUARY 2016 – PRESENT

Senior Director of Design and Engineering Service
Celerity Consulting Group, Walnut Creek, CA

Joined Celerity Consulting Group in 2016 as Sr. Director of Design and Engineering Services and served as Interim Manager of the Walnut Creek Office. In addition to managing the office, continued to work with major natural gas and electric utilities on various projects throughout the country. Responsibilities include:

- Developing and implementing a management structure to improve retention, moral and general profitability of the Walnut Creek Office
- Hiring, reviews and management of staff working on a variety of projects both onsite and at client locations
- Established reporting structures to monitor and ensure that staff is fully utilized, and projects are fully staffed
- Led both project and office management meetings
- Develop proposals and scopes for utility projects
- Trained associate staff
- Established project tracking procedures for projects
- Developed Quality Control procedures and led Quality Control Teams
- Reviewing engineering documents to ensure that utilities are being operated safely

FEBRUARY 2004 – JANUARY 2016

Owner

Mosier Engineering & Surveying, Middletown, CA

Mosier Engineering & Surveying worked on projects as varied as small boundary surveys and elevation certificates to complete major subdivisions including all design and staking of civil works. Managed an 8-person office with 2 field crews utilizing conventional, robotic and GPS survey equipment. Oversaw all engineering and land surveying projects from initial design through permitting, recordation and construction.

In 2010 started working as a subconsultant for Celerity Consulting Group as part of PG&E's response to the San Bruno natural gas pipeline rupture. As part of this team:

- Responsible for management of large team of engineers and other consultants
- Developed field investigation procedure and process for tracking field excavations
- Aided in the development of the Maximum Allowable Operating Pressure procedure

SEPTEMBER 1999 – FEBRUARY 2004

Civil Engineer / Land Surveyor

Winzler & Kelly, Santa Rosa, CA

While working for Winzler & Kelly, duties included acting City Surveyor for the City of Cotati, as well as, the design of several capital improvement projects. Provided construction inspection and management services for major projects including the Geysers Pipeline and water system improvements for Hidden Valley Lake Community Service District.

Responsibilities while with Winzler & Kelly included directing survey crews performing topographic surveys, boundary surveys, and construction staking using conventional and GPS survey techniques.

JANUARY 1996 – SEPTEMBER 1999

Jr. Engineer / Land Surveyor

BBA Engineering, Oroville, CA

Duties while at BBA Engineering included surveying, design, and management of private developments ranging from small parcel maps to commercial developments. Responsible for all aspects of project development from conception through construction.

AUGUST 1984 – JANUARY 1996

Surveyor

Roper Associates, Chico, CA

Involved in all aspects of land surveying including work as a crew member, party chief, map drafting and boundary resolution. Typical projects included boundary and topographic surveys, easements and rights of way, construction staking and calculations.

Education

Bachelor of Science, Civil Engineering / California State University, Chico

Proposal For
Professional Surveyor Services and Licensed Engineer
On-call Services
for the
Scotia Community Services District

Prepared for:

Scotia Community Services District
400 Church Street
P.O. Box 104
Scotia, CA 95565
Contact: Leslie Marshall, General Manager

October 3, 2019



404 N. Fortuna Blvd., Fortuna CA 95540
(707) 725-7410 Ontiveros.Assoc@att.net

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1. Cover Letter

October 3, 2019

Leslie Marshall, General Manager
Scotia Community Services District
400 Church Street, P.O. Box 104
Scotia, CA 95565

**RE: Qualifications for Professional Surveyor Services and Licensed Engineer On-call Services
for the Scotia Community Services District**

Dear Ms. Marshall:

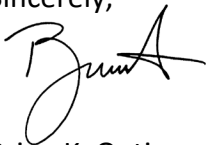
Ontiveros & Associates, Inc. is pleased to submit this Proposal in response to the *Request for Qualifications for Professional Surveyor Services and Licensed Engineer On-call Services for the Scotia Community Services District*. Ontiveros & Associates is confident that we can provide the District high quality professional services at a reasonable cost. Our proposed team has the necessary capabilities, experience, and qualifications to successfully complete the Scope of Services outlined in the Request for Qualifications (RFQ).

Our Proposal is organized according to the requirements identified in the RFQ and we are submitting in electronic PDF format as requested. We have thoroughly reviewed the RFQ and we believe we fully understand the requirements of the scope of services.

By submitting this Proposal, Ontiveros & Associates agrees to meet all Local, State, and Federal requirements as well as to comply with the insurance requirements as noted in the RFQ. Please consider this Proposal valid for 90 days, commencing on October 3, 2019. We appreciate the opportunity to submit this Proposal to the Scotia Community Services District and look forward to bringing our experience and expertise to the District.

Ontiveros & Associates and its proposed project team are ready and available to commence work immediately after execution of a contract. If you have any questions or require any additional information, please feel free to contact me at (707) 725-7410.

Sincerely,



Brian K. Ontiveros, P.E.
Principal
Ontiveros & Associates, Inc.

2. General Firm Profile

Ontiveros & Associates, Inc. (O&A) was founded in 1996 by Brian Ontiveros, PE and Karl Prebor, PLS. We are located on the North Coast of California in the friendly city of Fortuna. Our company is small in size, with a high commitment for quality work. We are devoted to personal service, quick response, and successful projects. Ken Johnston, PLS joined the firm in 2015 after obtaining his licensure as a Professional Land Surveyor. Ken is a former Deputy Humboldt County Surveyor, and currently serves as the City Surveyor for the City of Eureka.

O&A has completed numerous engineering, surveying, design, and planning assignments. As a result, we have developed a broad range of expertise in dealing with site specific engineering and surveying problems. Through these many projects O&A has developed a strong base in working with various Agencies and Departments.

Agencies and utilities we have successfully worked with on various projects:

Local: The Cities of Fortuna, Eureka, Arcata, Rio Dell, and Ferndale. Humboldt County.

State (CA): Dept. of Fish & Wildlife, Water Resources Control Board, CAL FIRE, CALTRANS.

Federal: Army Corp of Engineers, Environmental Protection Agency

Utilities: Pacific Gas & Electric, AT&T, Suddenlink.

We provide the following engineering and surveying services:

Site Civil Engineering

- Subdivision Design
- Road Design
- Grading Plans
- Erosion & Sediment Control Plans
- Storm Water Drainage and Detention Design
- Waste Water and Sewage Disposal System Design
- Construction Inspection
- Topographic Surveying and Mapping
- Subdivision Maps, Parcel Maps and Record of Surveys
- FEMA Flood Elevation Certificates
- Construction Staking
- GeoTracker Well Surveys
- Structural Design and Analysis for Residential & Commercial Projects
- Retaining Wall Design and Analysis
- Shoring Design and Analysis
- Land Planning
- Boundary Surveying Services
- Right-Of-Way Surveying Services
- Aerial Base Mapping Services
- Project Management Services

Surveyors with O&A are familiar with local coordinates, state plane coordinates (CCS27 and CCS83), NGVD29, NAVD88, Global Navigation Satellite Systems, using both passive benchmarks and Online Positioning User Service, Geographic Information Systems, knowledge of standard methods, techniques, and practices used in the design and construction of a variety of public works projects, and knowledge of current land surveying practices and techniques, including, but not limited to, the ability to prepare legal property descriptions, exhibits, and plats.

Surveyors with O&A are familiar with the particular challenges of surveying in Humboldt County, including the extensive vegetation cover that can preclude the use of GNSS on certain projects, the lack of set monumentation in certain areas, constant and continuous land movement, and are ready to work with the City of Ferndale to use procedures and techniques that are most accurate and efficient for the required tasks.

The primary contact person for Engineering Services will be:

Brian Ontiveros, PE

404 N. Fortuna Blvd., Fortuna, CA 95540

(707) 725-7410

E-mail: Ontiveros.Assoc@att.net

The primary contact person for Surveying Services will be:

Ken Johnston, PLS

404 N. Fortuna Blvd., Fortuna, CA 95540

(707) 725-7410

E-mail: K.Johnston@suddenlinkmail.com

3. Key Personnel

Ontiveros & Associates is a small 6-person office where each person performs multiple tasks. Brian Ontiveros is the principal engineer and Ken Johnston is the project surveyor. Additional tasks of design, drafting and administrative are delegated to all individuals as required. We are prepared to provide the necessary manpower as required and in a timely manner through the completion of the project.

- **Brian K. Ontiveros**, PE, Principal Engineer at Ontiveros & Associates, Inc. Mr. Ontiveros is a registered civil engineer with over 25 years of experience. In addition to being the company co-founder of O&A, he serves as the company's principal civil engineer. Brian is currently the interim City Engineer for the City of Ferndale. He specializes in the structural design of residential and commercial structures, hydrology and drainage planning, storm water management, grading, land development, infrastructure improvement and sewage disposal system design. It has been through his expertise that O&A has developed a reputation for a quality product and innovative solutions. Expert usage of the latest AutoCAD software enables Brian to optimize designs and make design changes efficiently. Brian has worked with a variety of (city, county and state) jurisdictions & municipalities complying with layers of code to provide success for multi-faceted projects. In all aspects of project implementation from initial scoping and design to construction administration Brian has engaged in civil engineering with excellence.
- **Ken Johnston**, LS, Surveyor at Ontiveros & Associates. Mr. Johnston is a licensed land surveyor in the state of California with over 15 years of experience in surveying and project management. Ken is a former Deputy Humboldt County Surveyor, and currently serves as the City Surveyor for the City of Eureka. Ken has expertise in Boundary and Cadastral Surveying, Right of Way Surveying, Topographic Surveying, Construction Stakeout, Land use and Planning, and Project Management. Prior to working for Ontiveros & Associates, Inc., Ken worked for 8 years with the County of Humboldt working as a survey party chief and chainperson. During his time with the county he coordinated closely with various departments within the county such as Engineering, Environmental, and Planning. Ken also performed map checking duties for the County Surveyor, including map checking subdivisions.

4. District (Municipal) Experience

Ontiveros & Associates has had numerous successful municipal projects. Here is a partial list of projects undertaken recently, and the consultant work performed:

Interim City Engineer, City of Ferndale, 2019

City Surveyor, City of Eureka, 2013 - present

'P' Street Road and Drainage Reconstruction; City of Fortuna

Design Engineer for the reconstruction of the P Street roadway and new drainage facilities to alleviate the drainage problems contributing to the roadway failure. Tasks include project management, meetings and coordination, topographic survey, soils report (O&A coordinated through a subconsultant), drainage report, initial construction cost estimate, engineering design including plans

Project Completed: in Progress.

Water Line Zone 4 / 6 Connection, City of Fortuna

Design Engineer for the connection of Zone 4 water system to the Zone 6 water system which are served by different reservoirs and are at different pressures. Tasks include topographic survey including verifying the as built elevations of the existing reservoirs, engineering design including plans and estimates. This project was desired by the City to allow a Zone served by an undersized reservoir to be connected to a Zone with adequate.

Project Completed: 2019.

Corner Record for Monument destroyed as part of the City of Fortuna Safe Routes to School Project on Ross Hill Road, City of Fortuna

Project Surveyor for reestablishing a Monument destroyed as part of the City of Fortuna Safe Routes to School Project on Ross Hill Road and filing a Corner Record with the County Surveyor.

Project Completed: 2017.

Record of Survey for Main Street in the vicinity of C. Crane Company, City of Fortuna

Project Surveyor for establishing the North Right of Way of Main Street adjacent to APN 040-131-010, setting and marking a corner monument, and filing a Record of Survey with the County Recorder.

Project Completed: 2016.

Multiple projects for the City of Eureka in the capacity of City Surveyor, City of Eureka

City Surveyor for multiple projects including Mapchecking, Legal Description Review, Lot Line Adjustment Review, Parcel Map Review and Approval, Topographic Surveys, and Construction Stakeout. Partial list of field surveying projects included on next sheet:

Eureka Corporation Yard: Topographic survey and laser scan, determined Right of Way, determined Property Boundaries, determined easements, and determined FEMA Flood Zone AE extents on the existing City of Eureka Corporation Yard.
Project Completed: 2018.

McFarland Trail Easement: Stakeout of existing easement for proposed trail extension.
Project Completed: 2018.

Eureka Proposed Corporation Yard Relocation: Topographic survey, determined Right of Way, determined Property Boundaries, and determined easements for the proposed City of Eureka Corporation Yard.
Project Completed: 2017.

Sign Location Survey: Determined private sign location in relation to Caltrans Right of Way, Property Boundaries, abandoned former City Street, and easements for the City of Eureka.
Project Completed: 2017.

1st Street 2nd Street U Street V Street Alley: Topographic survey and determined Right of Way for the Alley that runs between U Street and V Street between 1st Street and 2nd Street.
Project Completed: 2017.

West Grant Alley: Topographic survey to confirm as-built elevations were not as designed and impacted adjacent landowner. As-built elevations requested by the City of Eureka on a private development project.
Project Completed: 2017.

Legal Description for an Easement for Juvenile Hall Off-Site Sewer: Provided legal description for an easement for utilities, ingress, and egress for a sewer line located by the County of Humboldt.
Project Completed: 2016.

Legal Description for an Easement for Martin Slough Interceptor Sewer Project: Provided legal description for an easement for utilities, ingress, and egress for a sewer lift station.
Project Completed: 2016.

Legal Description for an Easement for Hilfiker Lift Station: Provided legal description for an easement for utilities, ingress, and egress for a sewer lift station.
Project Completed: 2016.

Boundary Survey for a private parcel on the Humboldt Bay waterfront: Provided a boundary survey locating property monuments for a private parcel in support of the City of Eureka waterfront trail project.
Project Completed: 2015.

5. References

Brian Gerving

Director of Public Works, Chief Building Official, City of Eureka

(707) 441-4152

bgerving@ci.eureka.ca.gov

Jesse Willor, PE

City Engineer, Deputy Director of Public Works, City of Eureka

(707) 441-4031

jwillor@ci.eureka.ca.gov

Jay Parrish

City Manager, City of Ferndale

(707) 786-4224

citymanager@ci.ferndale.ca.gov

Merritt Perry, PE

City Manager, City Engineer, Director of Public Works, City of Fortuna

(707) 725-1469

mperry@ci.fortuna.ca.us

Kevin Carter

Deputy Director of Public Works, City of Fortuna

(707) 725-1472

kcarter@ci.fortuna.ca.us

Tony Seghetti

Deputy Director Engineering, County of Humboldt

(707) 445-7377

tseghetti@co.humboldt.ca.us

Bob Bronkall, PE, PLS

Deputy Director Land Use, Deputy Director Roads, County of Humboldt

(707) 445-7205

bbronkall@co.humboldt.ca.us

Ron Garton, PLS

County Surveyor, County of Humboldt

(707) 445-7205

rgarton@co.humboldt.ca.us

Appendix A: Resumes

BRIAN K. ONTIVEROS, PE C55968

Principal Engineer

Mr. Ontiveros is a registered civil engineer with over 25 years of experience. In addition to being the company co-founder of Ontiveros & Associates, Inc., he serves as the company's principal civil engineer. He specializes in the structural design of residential and commercial structures, hydrology and drainage planning, storm water management, grading, land development, infrastructure improvement and sewage disposal system design. It has been through his expertise that O&A has developed a reputation for a quality product and innovative solutions. Expert usage of the latest AutoCAD software enables Brian to optimize designs and make design changes efficiently. Brian has worked with a variety of (city, county and state) jurisdictions & municipalities complying with layers of code to provide success for multi-faceted clients. In all aspects of project implementation from initial scoping and design to construction administration Brian has engaged in civil engineering with excellence.

EXPERTISE

- Layout and design of subdivision improvement projects
- Plans, specifications, and bidding documents for civil projects
- Construction coordination/oversight for civil projects
- Hydraulic analysis and design of sewer and water systems
- Structural design of residential and commercial structures
- Design of Civil Infrastructure Improvements including roadways, sidewalks and drainage
- SWPPP QSD & QSP

EDUCATION

Humboldt State University, B.S., Environmental Resources Engineering – Soil Mechanics, 1993

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers (ASCE)
The National Society of Professional Engineers (NSPE)
Structural Engineering Institute (SEI)
American Institute of Steel Construction (AISC)
Steel Tube Institute (STI)
International Code Council (ICC)

SELECT PROJECT EXPERIENCE

McLean Property Development; Fortuna, CA

Design Engineer for this 37 acre project. Provided the site Topographic Survey, Boundary Survey and Record of Survey, Construction Improvement Plans, Grading Plan, Building Pad Design, Parking Lot and LID features design, Utility Detail Plan, and Construction Stakeout. This project also included offsite road widening improvements, as well as mainline water and sewer extension. The project also included common space which included parking areas for the development, additional parking for access into Newburg Park, pathways around the property, play areas and green space. The area adjacent to the creek was not developed, but was used for pond construction for wetland mitigation and LID features.

Grading permit for Caltrans Material Disposal Site; Piercy, CA

Design Engineer for this 78,600 cubic yard fill covering approximately 6.23 acres. Provided the site Topographic Survey, Grading Plans including BMP Erosion Control Measures, Construction Stakeout, and the SWPPP Plan. In addition to preparing the SWPPP documents as the QSD, O&A also performed weekly inspections as QSP, monitored weather reports, performed pre, during, and post storm event site inspections and developed the Rain Even Action Plan (REAP) for each rain event during construction.

River View Subdivision; Fortuna, CA

Design Engineer for this 70 lot, 25 acre subdivision. Provided the site topographic survey, Tentative Map, Construction Improvement Plans, Grading Plan, Utility Detail Plan, SWPPP Plan, and Drainage Report which included a Detention Pond facility. This project also included offsite road widening improvements, as well as mainline water and sewer extension. Due to a creek flowing through the property, design work also included two roadway creek crossings specially designed for fish passage.

Astor Meadows Subdivision; Fortuna, CA

Design Engineer for this 24 lot, 7 acre subdivision. Provided the Tentative Map, Construction Improvement Plans, Grading Plan, Utility Detail Plan, SWPPP Plan, and Drainage Report which included a Detention Pond facility. This project also required the design of a sewage lift station.

McKay Tract Subdivision; Eureka, CA, In-Progress

Design Engineer for this 240 lot, 81 acre subdivision. Provided the preliminary Tentative Map, Grading Plan, Utility Detail Plan, and Drainage Report.

Design Engineer, Redwood National Park Services South Operations Center, Orick, CA

Provided all the necessary civil engineering seeing this project to completion. Key civil work included a grading plan, parking lot design, storm water drainage & detention design, ADA sidewalk and ramp compliance, traffic striping within Caltrans Right-of-Way and construction staking.

Design Engineer, Yurok Tribal Community Center, Klamath, CA

Provided the structural engineering and civil design for this project. Key civil work included a grading plan, parking lot design, storm water drainage, ADA sidewalk and ramps and construction staking. Structural work included a foundation design for a 20,000sf pre-manufactured metal building.

Design Engineer, Strongs Creek Plaza, Fortuna, CA

Provided the structural engineering for this shopping mall development. The development included three separate building structures totaling approximately 44,000sf. The structures included masonry block, wood framed and steel construction.

KEN JOHNSTON, PLS 9194

Land Surveyor

Mr. Johnston is a licensed land surveyor in the state of California with over 15 years of experience in surveying and project management. Ken is a former Deputy Humboldt County Surveyor, and is currently the City Surveyor for the City of Eureka. Ken has expertise in Boundary and Cadastral Surveying, Right of Way Surveying, Topographic Surveying, Construction Stakeout, Land use and Planning, and Project Management. Prior to working for Ontiveros & Associates, Inc., Ken worked for 8 years with the County of Humboldt working as a survey party chief and chainperson. During his time with the county he coordinated closely with various departments within the county such as Engineering, Environmental, and Planning. Ken also performed map checking duties for the County Surveyor, including map checking subdivisions.

EXPERTISE

- Boundary and Cadastral Surveying
- Topographic Surveying
- Construction Stakeout

EDUCATION

Navy Nuclear Power Training Command, Nuclear Power School, 1997

College of the Redwoods, A.S., 1994

PROFESSIONAL AFFILIATIONS

Past President and current member California Land Surveyors Association, Humboldt Chapter
Consultant Surveyor for the City of Eureka, CA

SELECT PROJECT EXPERIENCE

County of Humboldt, Williams Creek Bridge Replacement, Project Surveyor, CA, 2012

Project included staking out a new concrete bridge to replace an obsolete bridge, including steel pile locations, abutments, and final grade elevation to set deck.

County of Humboldt, Grant School Sidewalks, Project Surveyor, CA, 2014

Topographic map, Right of Way, and stakeout for a safe route to schools grant. Project included new sidewalks and traffic calming/pedestrian safety improvements.

County of Humboldt, School Road Improvement, Project Surveyor, CA, 2014

Topographic map, Right of Way, preconstruction Record of Survey, stakeout, and post construction Corner Records for a safe route to schools grant. Project included new sidewalks, roundabout, traffic calming/pedestrian safety improvements and undergrounding of utilities.

County of Humboldt, Public Defender Building Improvements, Project Surveyor, CA, 2014

Architectural quality topographic map and Record of Survey to monument property boundary.

County of Humboldt, Eureka Veterans Memorial Building Improvements, Project Surveyor, CA, 2014. Architectural quality topographic map and Record of Survey to monument property boundary.

Numerous storm damage repair sites, County of Humboldt, Project Surveyor, CA, 2006-2014. Jobs included determining Right of Way, topographic maps, stakeout, and preparing Records of Surveys or Corner Records.

Numerous improvement projects on county owned airports, County of Humboldt, Project Surveyor, CA 2006-2014.

Jobs included fences, vegetation management, and airport improvements. Jobs required determining airport elevation, determining various airport surfaces for obstruction evaluation, and determining safe elevation for tree topping or removal.

Appendix B: Current Fee Schedule - 2019

See Attached



EXHIBIT A

2019 SCHEDULE OF PROFESSIONAL FEES & RATES

Engineering Services:

Principal Engineer	\$ 165.00
Project Engineer/Surveyor	\$ 130.00
Project Manager	\$ 125.00
Survey Crew	\$ 210.00

Support Services:

Senior CADD Drafter	\$ 80.00
CADD Drafter	\$ 63.00
Staff Technician (Engineering / Surveying)	\$ 80.00
Clerical Staff	\$ 58.00
Laborer	\$ 60.00
Outside Consultant	\$ Cost + 20%

Incidental Charges:

Prints/copies (text & line drawings):

8½ x 11	\$ 0.20 / Page
8½ x 14	\$ 0.35 / Page
11 x 17	\$ 1.00 / Page
18 x 24	\$ 2.00 / Page
24 x 36 / 22 x 34	\$ 3.00 / Page
30 x 42	\$ 4.00 / Page

Prints/copies (full color):

\$ 1.00 / sf

Scans:

Letter	\$ 0.05 / Page
Large Format	\$ 1.50 / Page

Reimbursable Expenses

\$ Cost + 20%

Interest on Past-Due Balance

\$ 1.0% / Month

Vehicle Mileage

\$ 0.95 / mile



SCOTIA COMMUNITY SERVICES DISTRICT

**Request for Qualifications – Professional Surveyor
Services and Licensed Engineer On-call Services**

**Whitchurch Engineering, Inc.
610 9th Street
Fortuna, CA 95540
Phone: (707) 725-6926**

Jeffrey Laikam, PE
jtl@whitchurchengineering.com

October 3, 2019

Leslie Marshall, General Manager
Scotia Community Services District
400 Church Street
PO Box 104
Scotia, CA 95565
Phone: (707) 764-3030

RE: Request for Qualifications – Professional Surveyor Services and Licensed Engineer On-Call Services

Dear Leslie,

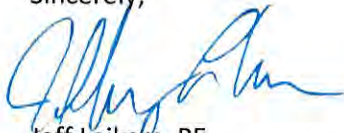
With more than 23-years providing engineering solutions to our local communities, we are positive we can help with your upcoming projects. We have the right level of experience to successfully bring your projects to completion. Our local staff can prioritize your projects to meet deadlines and budgets.

I've been a longtime resident here in Humboldt County and have 16-years working at Whitchurch Engineering, Inc. (WEI). WEI provides individualized and personal service to municipalities, commercial/industrial corporations, residential property owners, and thrives working on major projects for large companies such as PG&E. We listen to our clients' needs and develop solutions to bridge together client and County, State, and Federal requirements.

WEI has been involved with both minor (<4) and major (>4) subdivisions from both a client and city perspective. As an example, we have performed tentative map and improvement plan reviews for subdivisions for the City of Fortuna and currently are working with a client developing improvement plans for a 59-lot subdivision.

One important thing that I can tell you about WEI is; we are very involved with our communities. We live, work, and raise our families here. We have extensive knowledge of the area and have a vested interest in the growth within our communities. We welcome the opportunity to work with Scotia CSD and bring solid experience and teamwork to your future projects. Additionally, our office location in Fortuna would allow us to be responsive and nearby during construction which could reduce overall costs for the District.

Sincerely,



Jeff Laikam, PE
Engineering Manager – Home Office
Phone: (707) 725-6926
Cell: (707) 267-5325
Email: jtl@whitchurchengineering.com

Table of Contents

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General Firm Profile

Founded in 1996, Whitchurch Engineering, Inc. (WEI) originally entering the local market with a structural specialty. Since then, we've developed a well-rounded resume with an experienced team providing cost effective, full range, engineering and permit assistance services. Our engineering disciplines include civil, electrical, mechanical, and structural.

WEI is also very active in our community; through the Chamber of Commerce, Fortuna Downtown Business Association, and being a large supporter of local events such as the Fortuna Rodeo and our Fortuna High School Husky's sporting teams.

In 2009, by direct award, WEI became the Civil Engineering lead for the decommissioning of PG&E's Humboldt Bay Power Plant, a nuclear and essential facility. With our local knowledge, civil and structural experience, and ability to think "outside the box" it was clear to PG&E that WEI could provide the engineering solutions necessary to decommission this privately-owned facility. The plant, which is located over a fault line has been structurally modified at WEI's direction to safely remove components and structures. WEI provided structural support for the removal of the reactor, located 85' below ground, adjacent to Humboldt Bay while under the scrutiny of the California Coastal Commission and the Nuclear Regulatory Commission. Additional responsibilities for this \$1+ billion-dollar project included; providing infrastructure design, grading and drainage system design, governmental permit assistance, and design for the radiological analysis lab and new structures to package radioactive waste. Because of its unique characteristics and engineering solutions, visitors from around the world have made on-site visits to see the engineering related projects. After 10-years onsite, the successful completion of this project for WEI will end in October 2019.

At WEI, our client relationships are very important to us as most of our clients come to us by referral. They praise our responsiveness, problem solving capabilities, adherence to schedules, budgets and personable staff. We value long term relationships and have provided our services on multiple projects throughout the years for clients such as Renner Petroleum, Humboldt Petroleum, Security National Partners - Eureka, City of Fortuna, City of Eureka, formerly Edge Wireless (now Verizon), Beacom Construction, Danco Builders, Pacific Builders, DCI Builders, and Pierson Company, to name a few.

Office Locations

Home Office: 610 9th Street, Fortuna, CA 95540
Phone: (707) 725-6926

Branch Office: 716 Harris Street, Eureka, CA 95501
Phone: (707)-444-1420

General Email: contact@whitchurchengineering.com

Website: www.whitchurchengineering.com

WEI has been providing civil engineering services for 23-years. In 1999, WEI worked on our first subdivision which comprised of 14-lots located in Eureka. Since that time, we have steadily provided subdivision services with our most current and active project being 59-lots here in Fortuna.

RFQ Contact: Jeffrey Laikam, PE
Engineering Manager, Home Office
Phone: (707) 725-6926
Cell: (707) 267-5325
Email: jtl@whitchurchengineering.com

WEI performs civil, mechanical, electrical and structural engineering services along with survey (other than documents created for recording), permit assistance, building design, and project management. To see a full list of our services, please refer to our Capabilities Statement.

Key Personnel – Brief Summary

The below engineering management team will help the Scotia CSD meet its goals and objectives. Each member is experienced with the subdivision process including planning, review, development, construction, and field related change phases.



Leonard Whitchurch, MS, PE
Vice President, Principal Engineer
tlw@whitchurchengineering.com

Mr. Leonard Whitchurch, MS, PE, is the Principal Engineer and Vice President of Whitchurch Engineering, Inc (WEI) with over 27-years' experience. He earned a BS and MS in Civil Engineering, with structural emphasis, from UC Davis. His areas of expertise include overall project implementation and oversight, quality assurance / quality control, budget compliance, team management, commercial structural analysis & design and seismic engineering. Leonard's subdivision experience started in 1998 when he performed civil engineering for 6 lots in McKinleyville and has steadily grown from 14-lots, then 26, moving up to 39 lots and our most recent (currently in development phase) 59-lot subdivision here in Fortuna.

Education

B.S., Civil Engineering
University of California -
Davis

M.S., Civil Engineering
with Structural
Emphasis University of
California – Davis

Registrations

Civil Engineer – CA
#52920
Civil Engineer – OR
#66931



Darren Tully, PE
Senior Engineering Manager
dpt@whitchurchengineering.com

Mr. Darren Tully, PE is a Senior Engineering Manager with more than 18-years' experience. He earned his BS in Environmental Resource Engineering at Humboldt State University. His areas of expertise include civil engineering, project management, cost estimating, permit compliance, ADA code compliance, scheduling, budget compliance, quality assurance / quality control, and communication with local, state, and other developmental agencies. Since 2001 Darren has provided field and as-built inspections for our subdivision project.

Education

B.S., Civil Engineering
Humboldt State
University

Registrations

Civil Engineer – CA
#73755



Jeff Laikam, PE
Engineering Manager – Home Office
jtl@whitchurchengineering.com

Mr. Laikam, PE is our Engineering Supervisor with more than 19 years' experience. He earned his BS in Environmental Resource Engineering at Humboldt State University. His areas of expertise include civil engineering, project & staff supervision, work planning and scheduling, cost estimating, permitting support, civil engineering design, and budget control. From 2007-2009 Jeff provided subdivision plan review for the City of Fortuna. He has extensive experience in subdivision design and is the project manager for our current 59-lot subdivision project.

Education

B.S., Civil Engineering
Humboldt State
University

Registrations

Civil Engineer – CA
#68586

District Experience

Below are 5 highlighted project WEI has performed for local districts and/or municipalities. This list does not include all municipal projects, but is a small subset to show the diversity of our work.

City of Rio Dell

City Hall ADA Improvements



The City of Rio Dell needed to make improvements to the entry ramps, landing, and handrails which did not comply with current ADA requirements. WEI reviewed the ramps and landing and worked within the current accessibility compliance standards for the Architectural Barriers Act (ABA), the Americans with Disabilities Act (ADA) and Chapter 11B of the 2016 California Building Code (CBC) to resolve the

access issues which were out of compliance with the current building code. The main entrance was constructed of painted wood decking, wood stairs and concrete walkways. The department entrance doors were also in need of updating to be ADA compliant.

WEI's approach/methodology to design the compliant new front entrance was to:

- Visit the site and conduct measurements, and check elevations of finished floor and adjacent grades.
- Set up meeting to obtain City employee input on the ramp designs and acquire any further existing information the City has to provide.
- Design a ramp and landing system to incorporate stairs as well to provide egress from the parking lot to the front door ways of the Police Department, City Hall, and Council Chambers, based on discussions and the Architectural Barrier's Act (ABA), American with Disabilities Act (ADA), and Chapter 11B of the 2016 California Building Code (CBC).
- Provide schematic design drawings to the City for Review and Comment
- Create construction drawings from design and input from City of Rio Dell
- Evaluate and assess impact of addition of accessibility doors for each department (replacement windows if necessary).
- Work with a local contractor that provides this type of construction service locally and develop construction estimates in 3 main categories (1 – Demolition, 2 – Construction, 3 – Installation of ADA doors and windows) based on Federal prevailing wage.
- Provide detailed invoicing broken down by tasks and payable in a phased approach

County of Humboldt

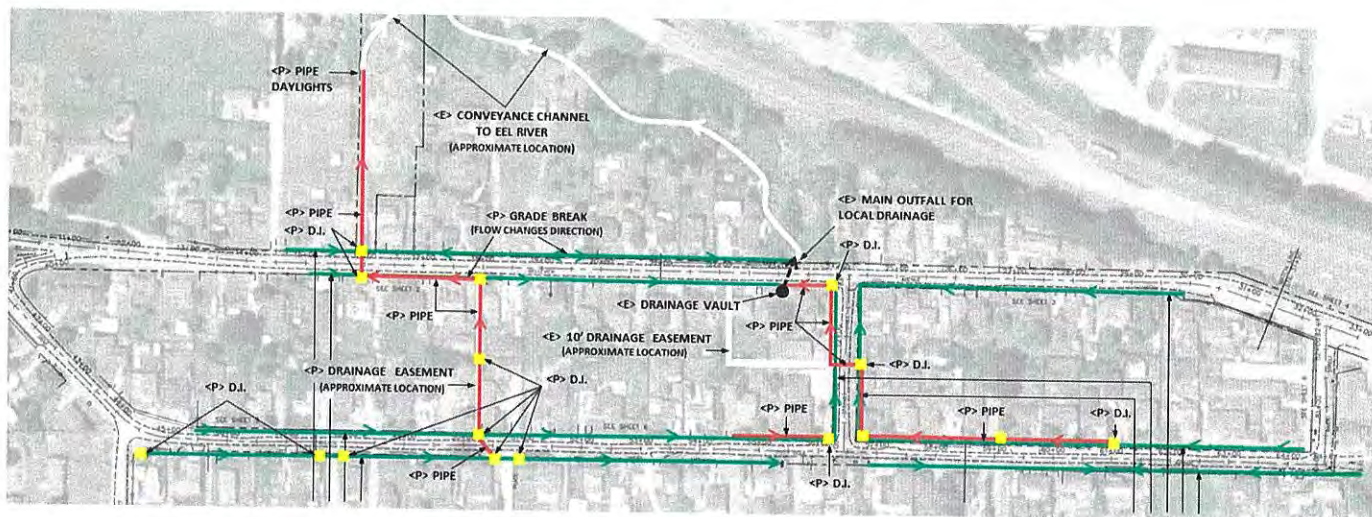
Juvenile Hall Replacement



The County of Humboldt, in the City of Eureka, requested replacement of the existing Juvenile Hall with a new full service, medium/maximum security Juvenile Hall containing a 30-bed, podular housing unit configuration, support space, and vehicle sallyport. The construction is in the existing Juvenile Hall's outdoor recreation field. The work was sequenced to maintain operations in the existing facility which will be demolished at occupancy of the new facility. This project is currently under construction and WEI has been hired to address civil engineering and land surveying aspects required including site demolition plan, utilities plan, construction cost estimates, specifications for civil improvements, pre-bid conferences, special meetings, contractor inquiries, bid negotiations/assistance, site inspections, as-built plans, and attend stakeholders meetings.

- Civil Engineering
- Land Surveying
- Site demolition plan
- Utilities plan
- Construction cost estimates
- Specifications for civil improvements
- Attend pre-bid conferences
- Attend special meetings
- Respond to contractor inquiries
- Provide bid negotiations/assistance
- Perform site inspections during construction
- Provide as-built plans
- Attend stakeholders meetings

City of Rio Dell Hydrology Study



The City of Rio Dell desired to make improvements to the drainage in the Bellevue Avenue and Ogle Avenue area. The topography of this area and the history of development led to significant drainage problems. This area had little formal drainage infrastructure, and the infrastructure that is in poor condition, or undersized. WEI was hired to conduct a hydraulic study of the drainage area to determine the best approach to convey stormwater away from residences to avoid flooding properties. Drainage alternatives were evaluated based on hydraulic conveyance, construction requirements, and opinion of construction costs. An environmental constraints analysis was conducted by a sub-consultant in coordination with the alternative analysis to avoid environmental impacts.

WEI was contracted to provide the following services and teamed with Streamline Planning as a Sub-Consultant for Environmental Services:

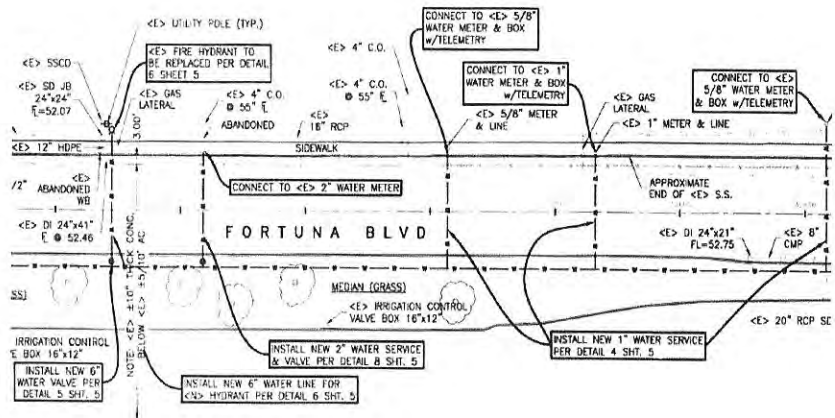
- Background review and site investigations to become familiar with the drainage study area
- Provide preliminary environmental reconnaissance
- Develop alternatives to avoid sensitive biological resources
- Provide topographic survey
- Evaluate run off flows
- Identify sizing storm drain infrastructure
- Evaluate and develop alternatives
- Perform environmental constraints analysis
- Submit conceptual project design at 30%
- Submit conceptual project design at 70%
- Provide construction cost estimate
- Manage sub-contractor responsibilities
- Provide detailed invoicing broken down by tasks and payable in a phased approach

City of Fortuna

Water Line Replacement – Fortuna Blvd

The City of Fortuna hired WEI to prepare site civil plans and specifications for the replacement and tie in of more than 1,080' of water line along Fortuna Blvd and Smith Lane. Fire service lines and hydrant connections were replaced/installed, new valves and valve clusters were installed at the intersection. Lateral lines from the main to individual meters were evaluated and replaced where necessary. All work was coordinated with the Boulevard's overlay project.

- Civil Design
- Construction Inspections
- Topographical & Spot elevation Survey of Project
- Rigorous hand on inspections of the waterline for accurate reconnections and details
- Plans & Profiles of Proposed Construction per Survey
- Construction Details per City of Fortuna Standards
- Coordinated with City of Fortuna Staff for Standards and Reviews



Humboldt Bay Harbor District

WEI has performed work for the district on three different projects in 2018 and 2019. The district owns two "in series" sediment basins (Samoa Sediment Basins) located on Samoa Peninsula which were originally utilized for dredge spoil dewatering and have not been used in this manner for a number of years. WEI developed a conceptual dredge spoil dewatering plan employing the basins to store and settle the dredge spoils. Settling times, feasibility of rehabilitation of existing weir, outlet structures and impermeable liners were analyzed to support permitting efforts for the basins as a long-term solution to dewatering of dredge spoils for the district. Field work for the project included infiltration testing, placement and installation of monitoring wells to establish groundwater levels, testing for salinity and determine tidal influence.



In support of the proposed dredging operations at the Fields Landing Boat Yard, WEI developed a conceptual plan for the temporary dewatering basin. Calculations were performed to determine the appropriate size and volume to dewater dredge spoil waters. Settling times were analyzed, detention time calculated and return water discharge channel were included in the design analysis for the project. To support dredging operations, WEI has provided barge hopper sizing calculations, dewatering and settling calculations for the use of the clarifiers at Redwood Marine Terminal 2.

References

- 1) Mr. Mark Smith
PG&E Engineering Manager – Retired
Phone: (707) 599-8874
Email: marksputer@gmail.com
PG&E HBPP
1000 King Salmon Ave.
Eureka, CA 95503
- 2) Mr. Dean Beck
Building Inspector
Phone: (707) 445-7541
Email: dbeck1@co.humboldt.ca.us
Humboldt County Building Dept.
3015 H St.
Eureka, CA 95501
- 3) Mr. Dennis Del Biaggio
President/Founder
Phone: (707) 786-5450
Email: dennis@dcibuilders.com
DCI Builders
118 Port Kenyon Rd.
Ferndale, CA 95536

Supplemental Information

Twin Creek Estates – Planned Unit Development

59-Lot Subdivision, Fortuna

WEI has been contracted to provide the below services for creation of this new subdivision.

Phase 1 – Tentative Map and Planning

- A. Initial Study
 - 1. Analyze proposed PUD for environmental impacts
 - 2. Develop initial study checklist
 - 3. Provide initial study descriptions based on potential impacts and mitigations as necessary
- B. Tentative Map
 - 1. Layout property lines
 - 2. Verify zoning and density requirements
 - 3. Provide locations for building pads
 - 4. Verify turning radii requirements for fire protection services
 - 5. Show setbacks, wetlands, existing topography
 - 6. Develop access from Redwood Way
 - 7. Develop internal roadways
 - 8. Show proposed utility locations
- C. Preliminary Hydrology Report
 - 1. Determine existing flow patterns
 - 2. Calculate pre vs post development flows
 - 3. Provide recommendations for storm drainage system
- D. Water system feasibility
 - 1. Determine point of connection to City of Fortuna water system
 - 2. Provide preliminary layout of water system piping
 - 3. Determine requirements for fire protection system
 - 4. Determine requirements for residential water supply
- E. Sewer system feasibility
 - 1. Determine point of connection to City of Fortuna sewer system
 - 2. Provide preliminary layout of sewer system piping
 - 3. Determine preliminary locations for pump stations
 - 4. Determine estimated costs of pump stations
- F. Soils Report
 - 1. Perform site visit to investigate onsite soils (owner to provide backhoe if necessary)
 - 2. Research county geologic hazard maps
 - 3. Prepare report which will include an assessment of geologic hazards and give development parameters for new building sites.

Phase 2 – Improvement Plans, Final Map

- A. Construction Drawings to include:
 - 1. Lot Layout/Detailed Lot Layout: Show location of easements, sidewalks, drop curbs, curb ramps. Provide table identifying coordinate locations of each Phase 1 lot. Identify stationing and curve radii.
 - 2. Utility Plan/Profile: Show locations of the water line through the entire project from Redwood Way to St Joseph Way, Show phase 1 sewer main, laterals plan view locations, stationing and profile. Show centerline elevations of the road, Show profiles of underground utilities (storm drainage, water, sewer).
 - 3. Grading and Drainage Plan: Identify top of curb, flowline, centerline grades for Phase 1 road including the entrance from Redwood Way, Identify trail grading for Phase 1 and access from Redwood Way. Provide grading for driveways and pad elevations for each lot. Provide accessible ramp grading for each curb ramp, Provide grading for interface of road at Redwood Way.
 - 4. Sewer Details (pump stations): Provide pump station details, including vault installation and backflow valving. Provide end line cleanout, lateral cleanout, manhole, lateral, valves and pipe trenching details.
 - 5. Water details: Provide valves, main meter, pressure reducing valve and trenching.
 - 6. Offsite Water extension: Provide alignment, plan and profile for waterline installation on Redwood Way including bridge attachment across.
 - 7. Road Cross sections: Show sections of the roadway spaced at 50 feet, including centerline, gutter flowline and top of curb elevations, Show elevations of utilities.
 - 8. LID/Drainage Design/details: Show drainage conveyance features including pipes, drainage inlets, swales, infiltration trenches, pipe outfalls, Identify elevations of LID and drainage design features.
 - 9. ESCP: Show the locations of the stabilization measures, silt fence, straw wattles, check dams and construction entrances to stabilize the site, provide standard details for best management practices utilized for the project.
 - 10. Lighting Plan: Show the locations of lighting elements for pathway/street lighting. Coordinate meter location with PG&E, Provide lighting details as required by City.



Phase 2 – Continued

B. Design Elements:

1. LID Design: Finalize calculations to determine design features for site LID, Provide report of LID calculations for submittal to the City during the construction phase, Provide details for LID construction, Percolation testing to identify infiltration rates for self-retaining areas (complete)
2. Phase 1 Final Drainage Report: Provide design calculations for each drainage feature shown on Phase 1 design plans. Document assumptions and calculations, summary write up.
3. Finalize Sewer Lift Station Design for all phases: Utilize results from sewer model to determine sewage flow requirements for 2 onsite lift stations, Coordinate with vendor to finalize pump sizes for pump lift station Detail lift station vault, piping and valving for construction

C. Reports and Estimates:

1. Engineer's report for sewer assessment district: Costs for annual maintenance of lift station pumps, structures, electrical systems Costs for replacement of sewer system pumps, structures, electrical systems Costs for annual operation of the sewer system
2. Storm water drainage maintenance estimate: Costs for annual maintenance of storm drainage system
3. Engineer's cost estimate for improvements (based on prevailing wage) Development of quantities for all improvements on Phase 1 drawings Development of costs for all improvements based on prevailing wage

D. Additional Topographic Survey:

1. Survey on Redwood Way to provide design information for water system connection to existing water line (approximately 810 linear feet).
2. Survey between new road entrance and bridge for the purpose of sidewalk, curb and gutter design (approximately 125 linear feet).

E. Storm Water Pollution Prevention Plan for all phases of construction

1. Prepare Storm Water Pollution Prevention Plan (SWPPP)
2. Prepare Notice of Intent to discharge (NOi)
3. Identify Best Management Practices (BMPs) to eliminate and control pollution due to site construction
4. Develop a Construction Site Monitoring Program (CSMP) to outline the monitoring, sampling, and reporting requirements specific to the project's Risk Level
5. Coordinate SWPPP with Site Map
6. Electronic Submission of Documents into "SMARTS "
7. Complete online registration for the "Storm Water Multiple Application & Report Tracking System"
8. Electronically file all requisite permit documents

F. Construction staking:

1. Rough grading: streets, building pads and miscellaneous site grading
2. Sewer system (approximately 1,100 linear feet): 3 manholes, 1 pump station
3. Storm drainage: pipes, swales, low impact development features, outfalls
4. Water system: pipes, valves, fire hydrants, pressure reducing station
5. Dry utilities: gas, electrical, street lights, communications
6. Hardscape improvements: Curb, gutter and sidewalk
7. Building foundations

Planned Unit Development 39-Lot Subdivision, Fortuna



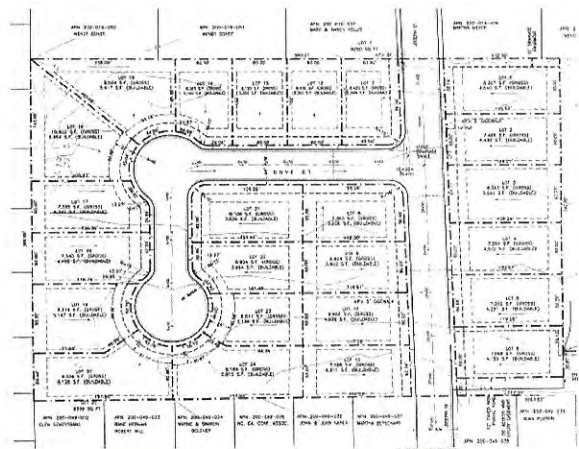
WEI was contracted to perform similar requirements as detailed in the Twin Creek Estate PUD.
An outlined scope of work for this project is below:

1. Initial Study – investigate zoning, density, municipal restrictions
2. Attend pre-application meetings with The City
3. Preliminary hydrology report
4. Water/Sewer system feasibility
5. Drainage plan
6. Utility Plan
7. Soils Report
8. Topographic Map
9. Create Tentative Map
10. Submittal to City, PG&E, Public Works, Fire District, etc.

Planned Unit Development 26-Lot Subdivision, Fortuna

WEI was contracted to perform similar requirements as detailed in the Twin Creek Estate PUD.
An outlined scope of work for this project is below:

1. Initial Study – investigate zoning, density, municipal restrictions
2. Attend pre-application meetings with The City
3. Preliminary hydrology report
4. Water/Sewer system feasibility
5. Drainage plan
6. Utility Plan
7. Soils Report
8. Topographic Map
9. Create Tentative Map
10. Submittal to City, PG&E, Public Works, Fire District, etc.



PG&E's Humboldt Bay Power Plant – Eureka



Decommissioning of Humboldt Bay Power Plant (HBPP): WEI has been the primary onsite civil engineering presence at this PG&E plant since 2009. WEI functioned as the lead civil engineering firm for design, coordination and oversight throughout all decommissioning phases. WEI's civil/structural design team facilitated all the stakeholder coordination and work-planning necessary to successfully remove the nuclear components, prior to demolition and extraction of the obsolete subterranean structure. Located in a highly active seismic region, HBPP is adjacent to Humboldt Bay and under the jurisdiction of the California

Coastal Commission, the Nuclear Regulatory Commission (NRC), and numerous other state and local entities/advocacy groups. WEI responsibilities for this \$1+ billion-dollar project included: civil and structural engineering services, infrastructure design and mapping, grading and drainage system design, regulatory permitting, staff augmentation, and design of new structures to handle and package radioactive waste shipments. Because of its unique characteristics and subsequent engineering challenges and solutions, industry professionals from around the world have made visits to view this successful decommissioning project.



Final Site Restoration of HBPP: Currently coming to completion, the final physical phase of the decommissioning effort has been to permanently restore and conserve ~15 unutilized acres of the decommissioned nuclear power plant grounds surrounding the remaining operating power plant. WEI began coordinating the alternative site configurations with the applicable state and federal agencies on an interdisciplinary team in 2013. The 3-year permitting process included: the typical California coastal regulators (Coastal Commission, U.S. Army Corps of Engineers (USACE), Northern California Regional Water Quality Control Board (NCRWQCB),

California Department of Fish and Wildlife (CDFW); local Humboldt Bay Advocacy groups; and also, California Department of Toxic Substances Control (DTSC) and applicable branches of the Federal NRC. Upon issuance of the Coastal Development permit in 2016, WEI conceived the entire execution scope and initial resource loaded schedule for the field phase of work including the excavation and onsite deposition of over ~70,000 cu.yds. of spoils. WEI developed all of the work planning documents necessary to execute the restoration in compliance with the applicable permit conditions. Currently supporting the final phases of execution, WEI has generated numerous time and cost saving strategies to support project milestones while attaining the ecological goals of these crucial mitigation efforts. Shown here approximately 3 months after initial vegetation, the completed regions are already attaining mitigation goals and providing habitat for waterfowl.

Capability Statement

Lisa Whitchurch

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Leonard Whitchurch, BS, MS, PE

Vice-President / CFO, Principal Engineer
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Civil Engineering

- Utility Infrastructure Design
- Multifamily Development
- Land Development
- Soils Reports and Investigation
- Grading and Drainage Plans/Solutions
- FEMA Flood Elevation Investigations and Certificates
- Erosion Control Plans
- SWPPP and Inspections
- LID Design
- Road Design
- Septic Design

Structural Engineering

- Seismic Retrofits
- Moment Frames
- Finite Analysis/Design
- Metal Building Foundations
- Lateral Analysis of Structures
- Industrial Expansion & Demolition
- Retaining Walls and Structure Design

Surveying

- Topographic Surveying
- Final Map Preparation
- Lot Line Adjustment
- Boundary Surveys
- Tentative Map Preparation
- Easements Preparation and Recordation
- Subdivisions
- Construction Staking

Permitting

- California Coastal Commission
- Caltrans
- Army Corps of Engineers
- Local Agency Building/Grading
- State Housing and Community Development

Other Services

- QSD/QSP Services
- Concrete Testing
- Masonry Inspections
- High Strength Bolt Inspections
- California Fish & Wildlife Inspections
- California Building Code (CBC) Special Inspections

- Project Management
- Project Oversight
- Procedure Writing
- Work Planning

Company Contacts

Home Office:

610 9th Street
Fortuna, CA 95540

Phone: (707) 725-6926

contact@whitchurchengineering.com

www.whitchurchengineering.com



Branch Office:

716 Harris Street
Eureka, CA 95503

Phone: (707) 444-1420

contact@whitchurchengineering.com

www.whitchurchengineering.com



Certifications

State of California

Small Business #1755646

Renewal Date: June 30, 2019



California Public Utilities Commission

Woman-Owned Business #10BS0075

Renewal Date: May 9, 2019



DUNS: 961753175

CAGE: 719A7

UNSPSC : 811000, 811015, 811516

NAICS: 541330, 541340, 541350, 541370



Humboldt Bay Power Plant (HBPP) - PG&E Prime Contractor since 2009: The existing plant, located in a seismically active area (over a fault line), was modified under WEI's civil and structural design to safely remove the nuclear components. HBPP is adjacent to Humboldt Bay and under the scrutiny of the California Coastal Commission. Responsibilities for this \$900 million-dollar project include; staff augmentation, civil & structural engineering, providing infrastructure, grading and drainage system designs, and governmental permitting, as well as designing new structures to package radioactive waste. Because of its unique characteristics and engineering solutions, industry professionals from around the world have made visits to view these engineering related decommissioning projects.



Cinema West Theaters: Three screening rooms were added to the classic Fortuna Theatre without affecting the charm of the original historic building. Whitchurch Engineering went on to design theatre additions, seating platform remodels, and other renovations to Cinema West theaters in Fairfax, Angels Camp, Boyes Hot Springs, Martinez, Petaluma, Livermore, Sonoma, and Tiburon.



North Coast Co-Op: This \$9 million-dollar project utilized sustainable materials and practices to expand and reinvent and old Big Loaf Bakery building on the property; three of the original walls and trusses from the bakery were used and the new structure now takes up an entire city block. The full structure required the abandonment of a city alley and the reroute of a major city sanitary sewer line, crossing US 101.



Kuleto Estate Winery: Whitchurch Engineering made this unique multi-tiered old-world style estate possible through innovative structural solutions. The Kuleto Estate winery construction was stalled due to a cost-prohibitive design when WEI joined the project. WEI provided structural engineering and construction assistance that made it possible to complete the project on time and on budget. The Kuleto Estate presented some design challenges due to its unique rock-clad exterior and its location on a hill overlooking Napa Valley and Lake Hennessey.



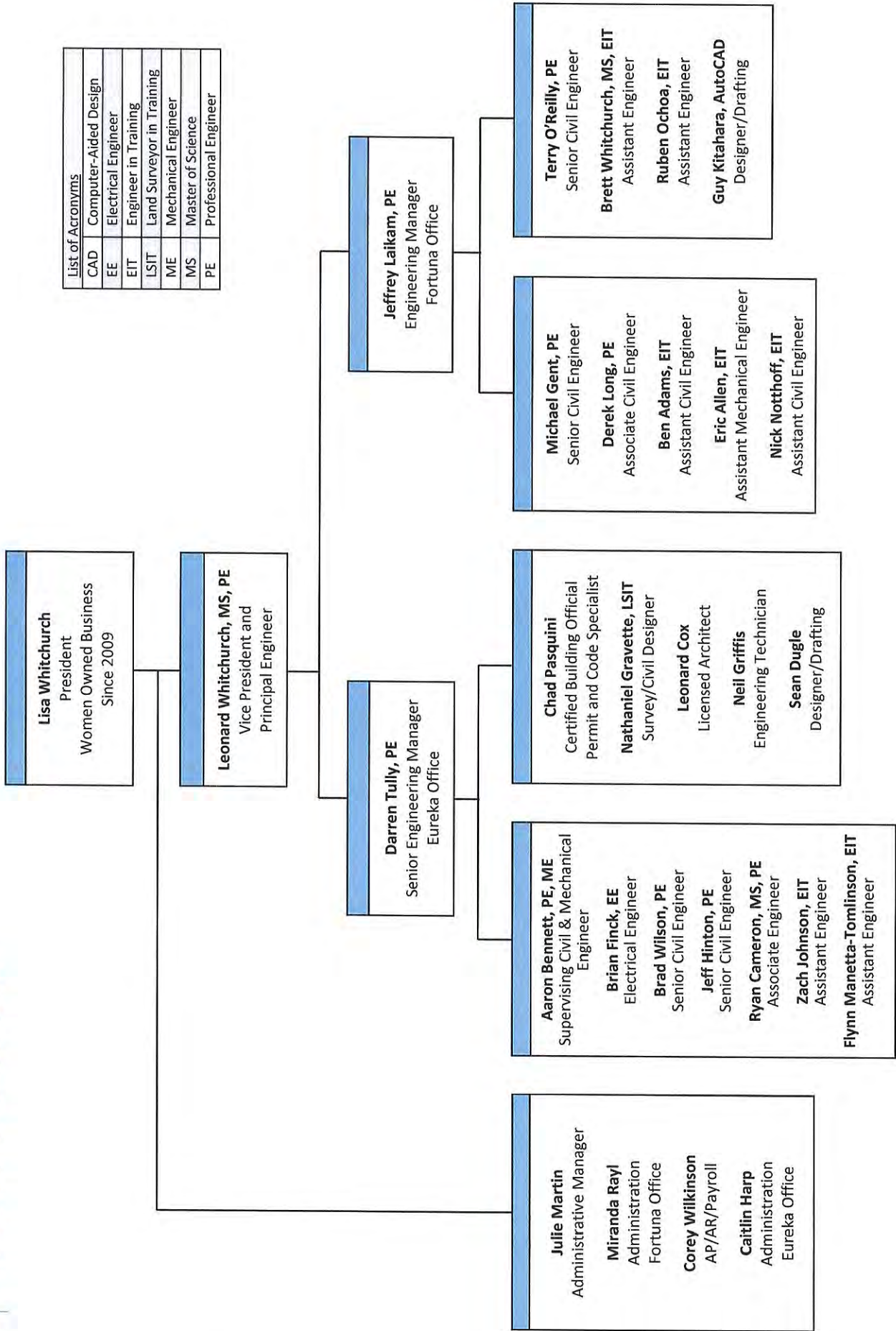
Cellular Towers for Edge Wireless: Multiple cell towers were installed on sites across the rural northwest, providing service to Mendocino, Lake, and Humboldt Counties. Whitchurch Engineering provided foundation design, access road design, retaining wall design, soils reports, and geological hazard investigations for various cell tower locations. *The towers are now part of the nationwide AT&T network.*



VA Seismic Retrofit: The existing structure was a 1960's era concrete tilt-up with a barrel shaped roof. Generally, seismic retrofitting of this type of structure is not economically feasible since the existing columns do not have a lateral load resisting capacity. However, our team was able to find an innovative and affordable solution by designing a cable x-bracing diaphragm system to transfer the seismic forces to the exterior walls while utilizing the existing concrete tilt-up panels to transfer seismic forces to the foundation.



MacDonald/Marling 39 Lot Subdivision: This subdivision was to be created from 4 existing parcels adjacent to a creek. The creek was listed as a waterway by the Regional Board of Water Quality, Army Corps of Engineers, and the Dept. of Fish and Game. Whitchurch Engineering generated the tentative map and executed the topographic surveying required to conduct a hydraulic analysis, formulate a drainage report, and generate the preliminary drainage plan. A specialized outfall was devised in coordination with the Army Corps of Engineers to ensure the development remained compliant with Local and Federal regulations.



List of Acronyms

CAD	Computer-Aided Design
EE	Electrical Engineer
EIT	Engineer in Training
LSIT	Land Surveyor in Training
ME	Mechanical Engineer
MS	Master of Science
PE	Professional Engineer

Current Billing Rates

Hourly billing rates are effective as of January 1, 2019 and are reviewed/revised annually.

Principal Engineer	\$175 - \$200
Engineering Manager	\$125 - \$175
Engineering Supervisor	\$110 - \$165
Senior Engineer	\$100 - \$140
Associate Engineer	\$90 - \$120
Assistant Engineer	\$80 - \$110
Project Engineer	\$70 - \$95
Junior Engineer	\$60 - \$75
Engineering Technician	\$45 - \$65
Surveyor/Civil Designer	\$90 - \$130
Surveying Technician	\$65 - \$95
Drafting/Technical Design	\$75 - \$100
Administrative Manager	\$65 - \$85
Administration	\$40 - \$60
Sub-Consultants	Cost plus 20%
Mileage	currently \$0.85/mile

Scotia Community Services District Staff Report

DATE: October 17, 2019
TO: Scotia Community Services District Board of Directors
FROM: Leslie Marshall, General Manager
SUBJECT: Approve a Funds Transfer from Redwood Capital Bank to Umpqua Bank for banking relationship requirement related to Brandis Tallman financing

RECOMMENDATION:

The Administrative staff recommends that the Board approve the transfer of not less than \$500,000 from Redwood Capital Bank into an account(s) with Umpqua Bank to establish a banking relationship with Umpqua Bank, a requirement related to the Brandis Tallman financing.

ACTION:

Motion to approve the transfer of funds (not less than \$500,000) from Redwood Capital Bank to Umpqua Bank.

DISCUSSION:

The District's recently closed on financing with Brandis Tallman for Parks and Recreation facilities improvements. On September 6, 2019, Umpqua Bank provided the District with a term sheet. The term sheet offers the District a financing amount of \$1,175,000 over a 17-year fixed rate term. The interest rate offered in the term sheet is 2.98%. The interest rate pricing is contingent on the District establishing a banking relationship with Umpqua Bank inclusive of a \$500,000 average deposit balance. Staff needs permission to transfer funds from Redwood Capital Bank to Umpqua Bank.

FISCAL IMPACT:

None as a direct result of the transfer. The action only moves the moneys from one bank account to another. Additional banking fees may apply.

ATTACHMENTS:

Term Sheet

Scotia CSD 2019 Financing Term Sheet Dated 07.19.19

Umpqua Bank (“Umpqua”) would like to express its interest in underwriting and obtaining credit approval for the following loan (the “Credit Facility”) for the Scotia Community Services District (the “District”) on the terms and conditions outlined below.

Preface: Umpqua’s expression of interest in underwriting and obtaining credit approval for the Credit Facility is for discussion purposes only and does not constitute a commitment from Umpqua. Any commitment to lend that we might make is subject to the fulfillment of a number of conditions that include, but are not limited to, our normal credit approval process, an in-depth investigation of the purpose of the loan, the District, and collateral the results of which are deemed satisfactory to Umpqua in our sole discretion.

Confidentiality: Except as required by law, neither this expression of interest nor its contents will be disclosed publicly or privately except to those individuals who are your officers, employees or advisors who have a need to know as a result of being involved in the proposed financing. The foregoing confidentiality provisions shall not apply to the disclosure of the federal income tax structure or treatment of the proposed financing.

Loan Amount:	Approximately \$ 1,250,000
Structure/Security:	Lease payments to be paid by the District made from any legally available sources of funds. The Agreement will be secured with a leasehold interest in an essential asset of the District (with insured value to meet or exceed the Loan Amount), and a pledge of the District’s assessment revenues.
Approx Term:	17 years (Average life to be less than 10.0-years)
Interest Rate:	Indicative BQ fixed rate: 3.04% (3.80% taxable equivalent)
Relationship Discount:	The above rates include a relationship discount that assumes the District will establish a banking relationship with Umpqua Bank inclusive of a \$500,000 average deposit balance.
Rate Lock:	3-weeks prior to closing.
COI Fees:	Documents to be prepared by the District’s Bond Counsel for review by Umpqua’s counsel Nixon Peabody, LLP. Legal fees and expenses of Nixon Peabody, LLP shall not exceed \$10,000 . All filing fees and related fees shall be paid by the District in connection with the issuance (including CDIAAC fees).
Prepayment Provision:	Prepayable at 103% of par in years 1-3, declining to 102% in years 4-6, and 101% in years 7-9. Redeemable at par beginning in year 10 and thereafter.

Additional Conditions

Periodic financial and collateral reporting by the District, as well as representations and warranties of the District regarding its status and ability to repay and related matters, taxability gross-up and covenants and conditions that are appropriate for a Credit Facility of the scope and nature proposed herein will be determined as part of Umpqua Bank’s normal underwriting and approval process. PDFs of all executed and other documents listed on the Closing Index shall be provided to the Bank no later than 24 hours before the time of the requested wire; provided, that if any documents can only be signed after receipt of the wire those documents shall be provided immediately after receipt of the wire. The proposed facility will maintain a default rate of the Interest Rate + 3.00%.

Scotia Community Services District

Staff Report

DATE: October 17, 2019
TO: Scotia Community Services District Board of Directors
FROM: Leslie Marshall, General Manager
SUBJECT: USDA Special Evaluation Assistance for Rural Communities and Households (SEARCH) Grant's Rural Utility Service (RUS) Bulletin 1780-12, Water and Waste System Grant Agreement

RECOMMENDATION:

The Administrative staff recommends that the Board approve the RUS Bulletin 1780-12 template and signature by the General Manager once finalized by USDA Staff and reviewed by legal counsel.

ACTION:

Motion to approve the RUS Bulletin 1780-12 template and signature by the General Manager once finalized by USDA Staff and reviewed by legal counsel.

DISCUSSION:

The SCSD held a publicly noticed meeting on June 20, 2019 to receive public comment for the SCSD's application to the United States Department of Agriculture Rural Development (USDA-RD) Special Evaluation Assistance for Rural Communities and Households (SEARCH) grant program for an amount not to exceed \$30,000 for the development of a preliminary engineering report (PER) for the replacement of the SCSD water treatment plant.

SCSD has consulted with USDA-RD representatives, SHN Consulting Engineers and Geologists, and determined the application of the SEARCH Grant for the development of the PER is the reasonable course of action for the to prepare for the future financing applications and design/planning work on the project. The required preliminary engineering scope has been prepared by SHN.

At the request of USDA representative Quinn Donovan, the General Manager has already filled out and signed: Form RD 1942-46, "Letter of Intent to Meet Conditions" and Form RD 1940-1, "Request for Obligation of Funds".

A condition of the Form RD 1942-46, "Letter of Intent to Meet Conditions" is to sign the RUS Bulletin and adopt Resolution 2019-19.

FISCAL IMPACT:

None at this time.

ATTACHMENTS:

USDA Special Evaluation Assistance for Rural Communities and Households (SEARCH) Grant's Rural Utility Service (RUS) Bulletin 1780-12, Water and Waste System Grant Agreement



United States Department of Agriculture

Rural Development

September 24, 2019

Santa Rosa Field
Office

777 Sonoma Ave
Santa Rosa, CA
95404

Voice 707.536.0248

Fax 844.206.7011

Ms. Leslie Marshall
Scotia Community Services District
P.O. Box 104
Scotia, CA 95565

SUBJECT: Recipient Name: Scotia Community Services District
Project Name: Preliminary Engineering Report – SEARCH Grant
CFDA Number: 10.759

Dear Ms. Marshall:

This letter establishes conditions which must be understood and agreed to by the Scotia Community Services District (recipient), before further consideration may be given to the application. The application can be processed based on a USDA Rural Development grant not to exceed \$29,800. The grant will be administered on behalf of the Rural Utilities Service (RUS) by the State and Area staff of USDA Rural Development, both of which are referred to throughout this letter as the Agency. Any changes in project cost, source of funds, scope of project, or any other significant changes in the project or recipient must be reported to and concurred with by the Agency by written amendment to this letter. If significant changes are made without obtaining such concurrence, the Agency may discontinue processing of the application.

All conditions set forth under Sections I - III must be met prior to construction and no later than one year from the date of this letter. If the recipient has not met these conditions, the Agency reserves the right to discontinue the processing of the application.

If the recipient agrees to meet the conditions set forth in this letter and desire further consideration be given to the application, please complete and return the following forms within 10 days:

Form RD 1942-46, "Letter of Intent to Meet Conditions"
Form RD 1940-1, "Request for Obligation of Funds"

The grant will be considered approved on the date Form RD 1940-1, "Request for Obligation of Funds," is signed by the approving official. Please be advised that this letter in itself does not constitute loan and/or grant approval, nor does it ensure that funds are or will be available for the project. After the recipient signs and returns the form to the Agency, the request will be processed and the grant funds will be approved and obligated.

USDA is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

The grant approval conditions are as follows:

SECTION I - PROJECT DETAIL

1. **Project Description** – Funds will be used to prepare a Preliminary Engineering Report for the drinking water system.

Engineering studies will be prepared in accordance with sound engineering practices and must meet the requirements of Federal, State, and local agencies. The proposed study must be prepared with the agency's format and requirements and concurred with by the Agency. The study will be prepared by SHN Engineering (engineer).

Owner Performed Services are not allowed for this grant.

2. **Project Budget** – Funding from all sources has been budgeted for the estimated expenditures as follows:

<u>Project Costs:</u>	<u>Total Budgeted:</u>
Project Planning	\$4,300
Existing Facilities	\$4,000
Need for Project	\$700
Alternative Analysis	\$6,600
Selection of Preferred Alternative	\$3,800
Proposed Project	\$4,600
Conclusions and Recommendations	\$3,000
<u>Additional Financing Assistance</u>	<u>\$2,800</u>
TOTAL	\$29,800

<u>Project Funding</u>	
Recipient Contribution -	\$0
Other Funding -	\$0
USDA Loan -	\$0
<u>USDA Grant -</u>	<u>\$29,800</u>
TOTAL	\$29,800

This funding is offered based on the amounts stated above. Prior to grant closing, any increase in non-Agency funding will be applied first as a reduction to Agency grant funds, up to the total amount of the grant, and then as a reduction to Agency loan funds.

Any changes in funding sources following obligation of Agency funds must be reported to the processing official. Project feasibility and funding will be reassessed if there is a significant change in project costs after bids are received. If actual project costs exceed the project cost estimates, an additional contribution by the Owner may be necessary.

Agency funds will not be used to pre-finance funds committed to the project from other sources.

Obligated grant funds not needed to complete the proposed study will be de-obligated. Any reduction will be applied to grant funds first. An amended letter of conditions will be issued for any changes to the total project budget.

SECTION II – GRANT TERMS

1. **Grant Agreement** -Prior to grant closing, the following must be duly adopted and executed:

- a. Grant Resolution
- b. RUS Bulletin 1780-12, “Water and Waste System Grant Agreement (as applicable)

The Grant Agreement must be fully executed prior to the first disbursement of grant funds.

2. **Project Completion Timeframe** – The engineer shall be working on the study within 180 days of this letter. The study must be completed, and all funds disbursed within five years of obligation. If funds are not disbursed within five years of obligation, the recipient must submit to the Agency a written request for extension of time with adequate justification of circumstances beyond the recipient’s control. Requests for waivers beyond the initial extension will be submitted to the Assistant Administrator for concurrence decision.

3. **Disbursement of Agency Funds** - Agency funds will be disbursed into the recipient’s depository account through an electronic transfer system. SF 3881, “ACH Vendor/Miscellaneous Payment Enrollment Form,” must be completed and submitted to the Agency prior to advertising for bids.

Any recipient contribution will be the first funds expended, followed by other funding sources. The Grant Agreement must not be closed and funds must not be disbursed prior to loan funds except as specified in RUS Instruction 1780.45(d). In the unlikely event the Agency mistakenly disburses funds, the funds will be remitted back to the Agency electronically.

Grant funds are to be deposited in an interest-bearing account (exception provided below) in accordance with 2 CFR Part 200 and interest in excess of \$500 per year remitted to the Agency. The funds should be disbursed by the recipient immediately upon receipt and there should be little interest accrual on the Federal funds. Recipients shall maintain advances of Federal funds in interest-bearing accounts, unless:

- a. The recipient receives less than \$120,000 in Federal awards per year.
- b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.

- c. The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
- d. A foreign government or banking system prohibits or precludes interest-bearing accounts.

4. **American Iron and Steel Requirement**

Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) applies a new American Iron and Steel requirement:

- (1) No Federal funds made available for this fiscal year for the rural water, waste water, waste disposal, and solid waste management programs authorized by the Consolidated Farm and Rural Development Act (7 U.S.C. 1926 et seq.) shall be used for a project for the construction, alteration, maintenance, or repair of a public water or wastewater system unless all of the iron and steel products used in the project are produced in the United States.
- (2) The term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
- (3) The requirement shall not apply in any case or category of cases in which the Secretary of Agriculture (in this section referred to as the “Secretary”) or the designee of the Secretary finds that—
 - a. applying the requirement would be inconsistent with the public interest;
 - b. iron and steel products are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - c. inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.
- (4) Owners are ultimately responsible for compliance with AIS requirements and will be responsible for the following:
 - a. Signing loan resolutions, grant agreements and letters of intent to meet conditions which include AIS language, accepting AIS requirements in those documents and in the letter of conditions.
 - b. Signing change orders (i.e. C-941 of EJCDC) and partial payment estimates (i.e. C-620 of EJCDC) and thereby acknowledging responsibility for compliance with American and Iron Steel requirements.

- c. Obtaining the certification letters from the consulting engineer upon substantial completion of the project and maintaining this documentation for the life of the loan.
- d. Where the owner provides their own engineering and/or construction services, providing copies of engineers', contractors', and manufacturers' certification letters (as applicable) to the Agency to insert into the Agency file. All certification letters must be kept in the engineer's project file and on site during construction. For Owner Construction (Force Account), all clauses from Section 17 must be included in the Agreement for Engineering Services.
- e. Where the owner directly procures AIS products, including AIS clauses in the procurement contracts and obtaining manufacturers' certification letters and providing copies to consulting engineers and contractors.

SECTION III – REQUIREMENTS DURING STUDY AND POST STUDY

1. **Payments** – Prior Agency concurrence is required for all invoices submitted for payment. Requests for payment related to a contract or service agreement will be signed by the owner.

2. **Use of Remaining Funds** – The recipient contribution will be the first funds expended in the project, followed by non-Agency sources of funds. Remaining funds may be considered in direct proportion to the amounts obtained from each source and handled as follows:

- a. Remaining funds may be used for grant purposes, provided that the funds are used to prepare the Inflow and Infiltration Study.
- b. Grant funds not expended for authorized purposes will be cancelled (de-obligated) within 60 days of the approved study . Prior to actual cancellation, the recipient, will be notified of the Agency's intent to cancel the remaining funds and given appropriate appeal rights.

3. **Technical, Managerial and Financial Capacity** - It is required that members of the Board of Directors, City Council members, trustees, commissioners and other governing members possess the necessary technical, managerial, and financial capacity skills to consistently comply with pertinent Federal and State laws and requirements. It is recommended members receive training within one year of appointment or election to the governing board, and a refresher training for all governing members on a routine basis. The content and amount of training should be tailored to the needs of the particular individual and the utility system. Technical assistance providers are available to provide this training for the recipient, often at no cost. Contact the Agency for information.

4. Reporting Requirements Related to Expenditure of Funds

- a. **Financial Audit**– An annual audit under the Single Audit Act is required if the recipient expends \$750,000 or more in Federal financial assistance per fiscal year. The total

Federal funds expended from all sources shall be used to determine Federal financial assistance expended. Expenditures of interim financing are considered Federal expenditures.

All audits are to be performed in accordance with 2 CFR Part 200, as adopted by USDA through 2 CFR Part 400. Further guidance on preparing an acceptable audit can be obtained from the Agency. The audit must be prepared by an independent licensed Certified Public Accountant, or a State or Federal auditor if allowed by State law, and must be submitted within 9 months of the recipients fiscal year end.

If an audit is required, the recipient must enter into a written agreement with the auditor and submit a copy to the Agency prior to the advertisement of bids. The audit agreement may include terms and conditions that the borrower and auditor deem appropriate; however, the agreement should include the type of audit to be completed, the time frame in which the audit will be completed, and how irregularities will be reported.

- b. **Reporting Subawards and Executive Compensation** – The recipient and its first-tier contractors are required by 2 CFR Part 170 to report disbursements to subrecipients in accordance with Appendix B of this letter and www.fsrs.gov. The local Agency processing office can provide more information.

SECTION IV – SERVICING REQUIREMENTS DURING THE TERM OF THE GRANT

1. **Annual Financial Reporting/Audit Requirements** – The recipient is required to submit an annual financial report at the end of each fiscal year. The annual report will be certified by the appropriate organization official, and will consist of financial information and a rate schedule. Financial statements must be prepared on the accrual basis of accounting in accordance with generally accepted accounting principles (GAAP), and must include at a minimum a balance sheet and income and expense statement. The annual report will include separate reporting for each water and waste disposal facility, and itemize cash accounts by type (debt service, short-lived assets, etc.) under each facility. All records, books and supporting material are to be retained for three years after the issuance of the annual report. Technical assistance is available at no cost with preparing financial reports.

The type of financial information that must be submitted is specified below:

- a. **Audits** – An annual audit under the Single Audit Act is required if the recipient expends \$750,000 or more in Federal financial assistance per fiscal year. The total Federal funds expended from all sources shall be used to determine Federal financial assistance expended. Expenditures of interim financing are considered Federal expenditures.

All audits are to be performed in accordance with 2 CFR Part 200, as adopted by USDA through 2 CFR Part 400. Further guidance on preparing an acceptable audit can be obtained from the Agency. It is not intended that audits required by this part be separate

and apart from audits performed in accordance with State and local laws. To the extent feasible, the audit work should be done in conjunction with those audits. The audit must be prepared by an independent licensed Certified Public Accountant, or a State or Federal auditor if allowed by State law, and must be submitted within 9 months of the recipients fiscal year end.

If an audit is required, the recipient must enter into a written agreement with the auditor and submit a copy to the Agency prior to the advertisement of bids. The audit agreement may include terms and conditions that the borrower and auditor deem appropriate; however, the agreement should include the type of audit or financial statements to be completed, the time frame in which the audit or financial statements will be completed, what type of reports will be generated from the services provided, and how irregularities will be reported.

b. **Financial Statements** –For local governments and Indian tribes, an audit in accordance with State or local law or regulation or regulatory agency requirements must be submitted when the recipient expends less than \$750,000 in Federal financial assistance per fiscal year. These audits shall be submitted to USDA no later than 150 days after the end of the borrower's fiscal year.

c. **Annual Reports** - If the recipient is exempt from USDA audit requirements, the recipient may submit financial statements in lieu of an audit which will include at a minimum a balance sheet and an income and expense statement. The recipient may use Form RD 442-2, "Statement of Budget, Income and Equity," and 442-3, "Balance Sheet," or similar format to provide the financial information. The financial statements must be signed by the appropriate borrower official and submitted within 60 days of the fiscal year end.

2. **Annual Budget and Projected Cash Flow** - Thirty days prior to the beginning of each fiscal year, the recipient will be required to submit an annual budget and projected cash flow to this office. With the submission of the annual budget, the recipient will be required to provide a current rate schedule, and a current listing of the Board or Council members and their terms. The budget must be signed by the appropriate borrower official. Form RD 442-2 or similar format may be used.

Technical assistance is available at no cost to help the recipient evaluate and complete a rate analysis on the system, as well as completing the annual budget. If the recipient is are interested, please contact the local USDA Rural Development office for information.

3. **Vulnerability Assessment/Emergency Response Plan (VA/ERP)** – The recipient will be required to submit a certification to the servicing office every three years that the VA/ERP is current and covers all sites related to the facility. The documents themselves are not submitted to the Agency. The VA/ERP must address potential impacts from natural disasters and other emergency events. In particular, it should include plans to address impacts of flash flooding in areas where severe drought or wildfires occur. The documents should be reviewed and updated every three years at a minimum.

4. **Insurance**. The recipient will be required to maintain insurance on the facility and employees as previously described in this letter for the life of the loan.

5. **Statutory and National Policy Requirements** – The recipient has received an award of Federal funding and is required to comply with U.S. statutory and public policy requirements, including but not limited to::

- a. **Section 504 of the Rehabilitation Act of 1973** – Under Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Agency financial assistance.
- b. **Civil Rights Act of 1964** – All recipients are subject to, and facilities must be operated in accordance with, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and 7 CFR 1901, Subpart E, particularly as it relates to conducting and reporting of compliance reviews. Instruments of conveyance for loans and/or grants subject to the Act must contain the covenant required by Paragraph 1901.202(e) of this Title.
- c. **The Americans with Disabilities Act (ADA) of 1990** – This Act (42 U.S.C. 12101 et seq.) prohibits discrimination on the basis of disability in employment, State and local government services, public transportation, public accommodations, facilities, and telecommunications.
- d. **Age Discrimination Act of 1975** – This Act (42 U.S.C. 6101 et seq.) provides that no person in the United States shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- e. **Limited English Proficiency (LEP) under Executive Order 13166** - LEP statutes and authorities prohibit exclusion from participation in, denial of benefits of, and discrimination under Federally-assisted and/or conducted programs on the ground of race, color, or national origin. Title VI of the Civil Rights Act of 1964 covers program access for LEP persons. LEP persons are individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English. These individuals may be entitled to language assistance, free of charge. The recipient must take reasonable steps to ensure that LEP persons receive the language assistance necessary to have meaningful access to USDA programs, services, and information the recipient provides. These protections are pursuant to Executive Order 13166 entitled, “Improving Access to Services by Persons with Limited English Proficiency” and further affirmed in the USDA Departmental Regulation 4330-005, “Prohibition Against National Origin Discrimination Affecting Persons with Limited English Proficiency in Programs and Activities Conducted by USDA.”

Agency financial programs must be extended without regard to race, color, religion, sex, national origin, marital status, age, or physical or mental handicap. The recipient must display posters (provided by the Agency) informing users of these requirements, and the Agency will monitor the recipient's compliance with these requirements during regular compliance reviews.

6. Compliance Reviews and Data Collection – The Agency will conduct compliance reviews of the applicant and its operation in accordance with 7 CFR Part 1901, Subpart E, and 36 CFR 1191, Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines. Compliance reviews will typically be conducted in conjunction with the security inspections described in this letter. If beneficiaries (users) are required to complete an application or screening for the use of the facility or service that the recipient provides, the recipient must request and collect data by race (American Indian or Alaska Native, Asian, Black or African American, White); ethnicity (Hispanic or Latino, Not Hispanic or Latino); and by sex. The Agency will utilize this data as part of the required compliance review.

We look forward to working with the Scotia Community Services District to complete this project. Non-compliance with the conditions in this letter or requirements of the recipient security documents will be addressed under the provisions of 7 CFR 1782 and other applicable regulations, statutes, and policies.

If there are any questions, please contact me at 707-536-0248 or by e-mail at quinn.donovan@ca.usda.gov.

Sincerely,



Quinn P. Donovan
Area Specialist

cc: Water Programs Director

LETTER OF INTENT TO MEET CONDITIONSDate 09-24-2019

TO: United States Department of Agriculture

Rural Development

(Name of USDA Agency)777 Sonoma Ave
E Street Annex
Santa Rosa, CA 95404(USDA Agency Office Address)

We have reviewed and understand the conditions set forth in your letter dated 09-24-2019. It is our intent to meet all of them not later than 03-24-2020.

Scotia Community Services District(Name of Association)

BY

General Manager(Title)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a persons is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015 and 0570-0062. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data. needed, and completing and reviewing the collection of information.

REQUEST FOR OBLIGATION OF FUNDS

INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED () Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.				
1. CASE NUMBER ST CO BORROWER ID 04-012-738252055		LOAN NUMBER	FISCAL YEAR	
2. BORROWER NAME Scotia Community Services District		3. NUMBER NAME FIELDS (1, 2, or 3 from Item 2)		
		4. STATE NAME California		
		5. COUNTY NAME Humboldt		
GENERAL BORROWER/LOAN INFORMATION				
6. RACE/ETHNIC CLASSIFICATION 1 - WHITE 2 - BLACK 3 - AIAN 4 - HISPANIC 5 - API	7. TYPE OF APPLICANT 1 - INDIVIDUAL 2 - PARTNERSHIP 3 - CORPORATION 4 - PUBLIC BODY 5 - ASSOC. OF FARMERS 6 - ORG. OF FARMERS 7 - NONPROFIT-SECULAR 8 - NONPROFIT-FAITH BASED 9 - INDIAN TRIBE 10 - PUBLIC COLLEGE/UNIVERSITY 11 - OTHER	8. COLLATERAL CODE 1 - REALESTATE SECURED 2 - REAL ESTATE AND CHATTEL 3 - NOTE ONLY OR CHATTEL ONLY 4 - MACHINERY ONLY 5 - LIVESTOCK ONLY 6 - CROPS ONLY 7 - SECURED BY BONDS 8 - RLFACCT	9. EMPLOYEE RELATIONSHIP CODE 1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC.	
10. SEX CODE 1 - MALE 2 - FEMALE 3 - FAMILY UNIT 4 - ORGAN, MALE OWNED 5 - ORGAN FEMALE OWNED 6 - PUBLIC BODY	11. MARITAL STATUS 1 - MARRIED 2 - SEPARATED 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED)	12. VETERAN CODE 1 - YES 2 - NO	13. CREDIT REPORT 1 - YES 2 - NO	
14. DIRECT PAYMENT (See FMI)	15. TYPE OF PAYMENT 1 - MONTHLY 2 - ANNUALLY 3 - SEMI-ANNUALLY 4 - QUARTERLY	16. FEE INSPECTION 1 - YES 2 - NO		
17. COMMUNITY SIZE 1 - 10 000 OR LESS (FOR SFH AND HPG ONLY) 2 - OVER 10,000		18. USE OF FUNDS CODE (See FMI)		
COMPLETE FOR OBLIGATION OF FUNDS				
19. TYPE OF ASSISTANCE 517 (See FMI)	20. PURPOSE CODE 1	21. SOURCE OF FUNDS	22. TYPE OF ACTION 1 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION	
23. TYPE OF SUBMISSION 1 - INITIAL 2 - SUBSEQUENT	24. AMOUNT OF LOAN		25. AMOUNT OF GRANT 29,800	
26. AMOUNT OF IMMEDIATE ADVANCE	27. DATE OF APPROVAL MO DAY YR	28. INTEREST RATE 0 %	29. REPAYMENT TERMS	
COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS				
30. PROFIT TYPE 1 - FULL PROFIT 2 - LIMITED PROFIT 3 - NONPROFIT				
COMPLETE FOR EM LOANS ONLY		COMPLETE FOR CREDIT SALE-ASSUMPTION		
31. DISASTER DESIGNATION NUMBER (See FMI)		32. TYPE OF SALE 1 - CREDIT SALE ONLY 2 - ASSUMPTION ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN 4 - ASSUMPTION WITH SUBSEQUENT LOAN		
FINANCE OFFICE USE ONLY		COMPLETE FOR FP LOANS ONLY		
33. OBLIGATION DATE MO DA YR		34. BEGINNING FARMER/RANCHER (See FMI)		

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder

COPY 1 - Finance Office

COPY 2 - Applicant/Lender

COPY 3 - State Office

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0062. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

CERTIFICATION APPROVAL

For All Farmers Programs

EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

35. **COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL**
Approval is subject to the Letter of Conditions.

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. _____ YES _____ NO

WARNING: Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."

Date 9/24, 20 19 [Signature]
(Signature of Applicant)

Date _____, 20 _____
(Signature of Co-Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

(Signature of Approving Official)

Typed or Printed Name: Pete Yribarren

Date Approved: _____ Title: Community Programs Director

38. TO THE APPLICANT: As of this date _____, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.

UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service

RUS BULLETIN 1780-12

SUBJECT: Grant Agreements

TO: State Directors, Rural Development

ATTN: Rural Utilities Service Program Directors

EFFECTIVE DATE: Date of approval

OFFICE OF PRIMARY INTEREST: Assistant Administrator, Water and Environmental Programs

INSTRUCTIONS: This bulletin replaces previous versions

AVAILABILITY: This Bulletin is available on the Internet at
http://www.rurdev.usda.gov/RDU_Bulletins_Water_and_Environmental.html

PURPOSE: To provide the grant agreement to be used for Water and Waste System Grants, Exhibit A, and for Emergency Community Water Assistance Grants, Exhibit B.



JACQUELINE M. PONTI-LAZARUK
Assistant Administrator
Water and Environmental Programs

1/27/2014
Date

Water and Waste System Grant Agreement

United States Department of Agriculture

Rural Utilities Service

THIS AGREEMENT dated _____, _____, between

a public corporation organized and operating under

(Authorizing Statute)

herein called "Grantee," and the United States of America acting through the Rural Utilities Service, Department of Agriculture, herein called "Grantor," WITNESSETH:

WHEREAS

Grantee has determined to undertake a project of acquisition, construction, enlargement, or capital improvement of a (water) (waste) system to serve the area under its jurisdiction at an estimated cost of \$ _____ and has duly authorized the undertaking of such project.

Grantee is able to finance not more than \$ _____ of the development costs through revenues, charges, taxes or assessments, or funds otherwise available to Grantee resulting in a reasonable user charge.

Said sum of \$ _____ has been committed to and by Grantee for such project development costs.

Grantor has agreed to grant the Grantee a sum not to exceed \$ _____ or _____ percent of said project development costs, whichever is the lesser, subject to the terms and conditions established by the Grantor. Provided, however, that the proportionate share of any grant funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the Conditions of the grant.

As a condition of this grant agreement, the Grantee assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive orders and other generally applicable requirements, including those set out in 7 CFR 3015.205(b), which hereby are incorporated into this agreement by reference, and such other statutory provisions as are specifically set forth herein.

NOW, THEREFORE, In consideration of said grant by Grantor to Grantee, to be made pursuant to Section 306(a) of The Consolidated Farm and Rural Development Act for the purpose only of defraying a part not to exceed _____ percent of the project development costs, as defined by applicable Rural Utilities Service instructions.

Grantee Agrees That Grantee Will:

A. Cause said project to be constructed within the total sums available to it, including said grant, in accordance with the project plans and specifications and any modifications thereof prepared by Grantee and approved by Grantor.

B. Permit periodic inspection of the construction by a representative of Grantor during construction.

C. Manage, operate and maintain the system, including this project if less than the whole of said system, continuously in an efficient and economical manner.

D. Make the services of said system available within its capacity to all persons in Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental handicap (possess capacity to enter into legal contract for services) at reasonable charges, including assessments, taxes, or fees in accordance with a schedule of such charges, whether for one or more classes of service, adopted by resolution dated _____, _____, as may be modified from time to time by Grantee. The initial rate schedule must be approved by Grantor. Thereafter, Grantee may make such modifications to the rate system as long as the rate schedule remains reasonable and nondiscriminatory.

E. Adjust its operating costs and service charges from time to time to provide for adequate operation and maintenance, emergency repair reserves, obsolescence reserves, debt service and debt service reserves.

F. Expand its system from time to time to meet reasonably anticipated growth or service requirements in the area within its jurisdiction.

G. Provide Grantor with such periodic reports as it may require and permit periodic inspection of its operations by a representative of the Grantor.

H. To execute any agreements required by Grantor which Grantee is legally authorized to execute. If any such agreement has been executed by Grantee as a result of a loan being made to Grantee by Grantor contemporaneously with the making of this grant, another agreement of the same type need not be executed in connection with this grant.

I. Upon any default under its representations or agreements set forth in this instrument, Grantee, at the option and demand of Grantor, will repay to Grantor forthwith the original principal amount of the grant stated herein above with the interest at the rate of 5 percentum per annum from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Grant Agreement may be enforced by Grantor, at its option and without regard to prior waivers by it previous defaults of Grantee, by judicial proceedings to require specific performance of the terms of this Grant Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Grantor to assure compliance with the provisions of this Grant Agreement and the laws and regulations under which this grant is made.

J. Return immediately to Grantor, as required by the regulations of Grantor, any grant funds actually advanced and not needed by Grantee for approved purposes.

K. Use the real property including land, land improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed.

1. Title to real property shall vest in the recipient subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.

2. The Grantee shall obtain approval by the Grantor agency for the use of the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Grantor.

3. When the real property is no longer needed as provided in 1 and 2 above, the Grantee shall request disposition instructions from the Grantor agency or its successor Federal agency. The Grantor agency shall observe the following rules in the disposition instructions:

(a) The Grantee may be permitted to retain title after it compensates the Federal Government in an amount computed by applying the Federal percentage of participation in the cost of the original project to the fair market value of the property.

(b) The Grantee may be directed to sell the property under guidelines provided by the Grantor agency. When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return.

[Revision 1, 04/17/1998]

(c) The Grantee may be directed to transfer title to the property to the Federal Government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or project to the current fair market value of the property.

This Grant Agreement covers the following described real property (use continuation sheets as necessary).

L. Abide by the following conditions pertaining to equipment which is furnished by the Grantor or acquired wholly or in part with grant funds. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above.

[Revision 1, 04/17/1998]

1. Use of equipment.

(a) The Grantee shall use the equipment in the project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other Federally sponsored activities, if any, in the following order of priority:

(1) Activities sponsored by the Grantor.

(2) Activities sponsored by other Federal agencies.

(b) During the time that equipment is held for use on the property for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the equipment was originally acquired. First preference for such other use shall be given to Grantor sponsored projects. Second preference will be given to other Federally sponsored projects.

2. Disposition of equipment. When the Grantee no longer needs the equipment as provided in paragraph (a) above, the equipment may be used for other activities in accordance with the following standards:

(a) Equipment with a current per unit fair market value of less than \$5,000. The Grantee may use the equipment for other activities without reimbursement to the Federal Government or sell the equipment and retain the proceeds.

(b) Equipment with a current per unit fair market value of \$5,000 or more. The Grantee may retain the equipment for other uses provided that compensation is made to the original Grantor agency or its successor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original project or program to the current fair market value or proceeds from sale of the equipment. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the original Grantor agency.

The Grantor agency shall determine whether the equipment can be used to meet the agency's requirements. If no requirement exists within that agency, the availability of the equipment shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Grantor agency to determine whether a requirement for the equipment exists in other Federal agencies. The Grantor agency shall issue instructions to the Grantee no later than 120 days after the Grantee requests and the following procedures shall govern:

(1) If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Grantor agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share ten percent of the proceeds for Grantee's selling and handling expenses.

(2) If the Grantee is instructed to ship the equipment elsewhere the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant project or program to the current fair market value of the equipment, plus any reasonable shipping or interim storage costs incurred.

(3) If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Grantor agency for such costs incurred in its disposition.

3. The Grantee's property management standards for equipment shall also include:

(a) Records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the project for which the equipment was acquired; location, use and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price or the method used to determine current fair market value if the Grantee reimburses the Grantor for its share.

(b) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.

(c) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.

(d) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.

(e) Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return.

This Grant Agreement covers the following described equipment(use continuation sheets as necessary).

M. Provide Financial Management Systems which will include:

1. Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on an accrual basis.
2. Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
3. Effective control over and accountability for all funds, property and other assets. Grantees shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
4. Accounting records supported by source documentation.

N. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least three years after grant closing except that the records shall be retained beyond the three-year period if audit findings have not been resolved. Microfilm or photo copies or similar methods may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's government which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts and transcripts.

O. Provide information as requested by the Grantor to determine the need for and complete any necessary Environmental Impact Statements.

P. Provide an audit report prepared in accordance with Grantor regulations to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations and this Agreement.

Q. Agree to account for and to return to Grantor interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or instrumentality's of states shall not be held accountable for interest earned on grant funds pending their disbursement.

R. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Grantor or acquired wholly or in part with Grantor funds without the written consent of the Grantor except as provided in item K above.

S. To include in all contracts for construction or repair a provision for compliance with the Copeland ``Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). The Grantee shall report all suspected or reported violations to the Grantor.

T. To include in all contracts in excess of \$100,000 a provision that the contractor agrees to comply with all the requirements of the Clean Air Act (42 U.S.C. §7414) and Section 308 of the Water Pollution Control Act (33 U.S.C. §1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 of the Clean Air Act and Section 308 of the Water Pollution Control Act and all regulations and guidelines issued thereunder after the award of the contract. In so doing the Contractor further agrees:

[Revision 1, 11/20/1997]

1. As a condition for the award of contract, to notify the Owner of the receipt of any communication from the Environmental Protection Agency (EPA) indicating that a facility to be utilized in the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities. Prompt notification is required prior to contract award.

2. To certify that any facility to be utilized in the performance of any nonexempt contractor subcontract is not listed on the EPA list of Violating Facilities pursuant to 40 CFR Part 32 as of the date of contract award.

[Revision 1, 11/20/1997]

3. To include or cause to be included the above criteria and the requirements in every nonexempt subcontract and that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

As used in these paragraphs the term ``facility" means any building, plan, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Grantee, cooperator, contractor, or subcontractor, to be utilized in the performance of a grant, agreement, contract, subgrant, or subcontract. Where a location or site of operation contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

Grantor Agrees That It:

A. Will make available to Grantee for the purpose of this Agreement not to exceed \$ _____ which it will advance to Grantee to meet not to exceed _____ percent of the project development costs of the project in accordance with the actual needs of Grantee as determined by Grantor.

B. Will assist Grantee, within available appropriations, with such technical assistance as Grantor deems appropriate in planning the project and coordinating the plan with local official comprehensive plans for sewer and water and with any State or area plans for the area in which the project is located.

C. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Grantor may determine to be (1) advisable to further the purpose of the grant or to protect Grantor's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

Termination of This Agreement

This Agreement may be terminated for cause in the event of default on the part of the Grantee as provided in paragraph I above or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the project will not produce beneficial results commensurate with the further expenditure of funds.

In witness whereof Grantee on the date first above written has caused these presence to be executed by its duly authorized

attested and its corporate seal affixed by its duly authorized

Attest:

By _____

(Title) _____

By _____

(Title) _____

UNITED STATES OF AMERICA

RURAL UTILITIES SERVICE

By _____
(Title)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0121. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information.

Scotia Community Services District Staff Report

DATE: October 17, 2019
TO: Scotia Community Services District Board of Directors
FROM: Leslie Marshall, General Manager
SUBJECT: Adopt Resolution 2019-19, AUTHORIZING APPLICATION FOR USDA
SEARCH GRANT FOR PRELIMINARY ENGINEERING REPORT FOR
WATER TREATMENT PLANT REPLACEMENT

RECOMMENDATION:

The Administrative staff recommends that the Board adopt Resolution 2019-19, authorizing the USDA SEARCH Grant documents to be signed by the Board President and General Manager (funding for the preliminary engineering reports to evaluate the replacement of the water treatment plant of the SCSD).

ACTION:

Motion to adopt Resolution 2019-19 AUTHORIZING APPLICATION FOR USDA SEARCH GRANT FOR PRELIMINARY ENGINEERING REPORT FOR WATER TREATMENT PLANT REPLACEMENT.

DISCUSSION:

As discussed in the preceding item, this Resolution is the part of a multi-step process the SCSD has been engaged in to obtain funding for the PERs needed for completion by qualified engineers (SHN) in order to plan for future financing applications for design/planning work impending and associated with the replacement of the SCSD water treatment plant.

At the request of USDA representative Quinn Donovan, the General Manager has already filled out and signed: Form RD 1942-46, "Letter of Intent to Meet Conditions" and Form RD 1940-1, "Request for Obligation of Funds".

A condition of the Form RD 1942-46, "Letter of Intent to Meet Conditions" is to sign the RUS Bulletin and adopt Resolution 2019-19.

FISCAL IMPACT:

None at this time

ATTACHMENTS:

Resolution 2019-19, AUTHORIZING APPLICATION FOR USDA SEARCH GRANT FOR PRELIMINARY ENGINEERING REPORT FOR WATER TREATMENT PLANT REPLACEMENT

RESOLUTION NO. 2019-19

A RESOLUTION OF THE SCOTIA COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS

AUTHORIZING APPLICATION FOR USDA SEARCH GRANT FOR PRELIMINARY ENGINEERING REPORT FOR WATER TREATMENT PLANT REPLACEMENT

WHEREAS, a resolution of the BOARD OF DIRECTORS of the SCOTIA COMMUNITY SERVICES DISTRICT agreeing to apply for financial assistance with the United States Department of Agriculture, Rural Development to finance the PRELIMINARY ENGINEERING REPORT.

BE IT FURTHER RESOLVED, that the BOARD OF DIRECTORS of the SCOTIA COMMUNITY SERVICES DISTRICT authorizes the BOARD PRESIDENT and/or GENERAL MANAGER to sign all documents relating to the USDA Rural Development loan and/or grant.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Scotia Community Service District as follows:

Section 1: The Recitals set forth above are incorporated herein and made an operative part of this Resolution.

This resolution shall be effective upon its adoption.

PASSED and APPROVED this _____ day of _____, 20____.

Paul Newmaker, Board President, Scotia CSD

Attest:

Board Clerk, Scotia CSD

CLERK'S CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of Resolution No. 2019-15, passed and adopted at a regular meeting of the Board of Directors of the Scotia Community Service District, County of Humboldt, State of California, held on the 18th day of July, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Board Clerk, Scotia CSD

Scotia Community Services District Staff Report

DATE: October 17, 2019
TO: Scotia Community Services District Board of Directors
FROM: Leslie Marshall, General Manager
SUBJECT: Review Statement of Quotations for repairs to the District's Primary Clarifier

RECOMMENDATION:

The Administrative staff recommends the Board review the solicited Statements of Quotation (SOQs) received by deadline on 10/10/19 in response to the District's Primary Clarifier No. 1 Rehabilitation and Control Box replacement project.

ACTION:

Compare and review the three (3) SOQs for contracting the repair of the primary clarifier. Familiarize with the key components of each of the SOQs, determine a preferred selection, and approve the purchase. The SOQ's are under FEMA review as well at this time.

Staff is not yet asking the Board to approve a contract at this point, rather the objective is to understand the contrasts between the SOQs and develop a preferred selection.

DISCUSSION:

An influx of excess debris and grit into the SCSD waste stream in February 2019 was caused by heavy rains and resulted in significant damage to the skimmer, sludge arms, and baffle of the primary clarifier. Damages were estimated at the cost of \$200,000. In May 2019 a major disaster was declared in 17 counties as a result of those heavy precipitation events (including Humboldt) which qualified the District as eligible for federal funding (through FEMA) to repair this infrastructure.

The District released a Request for Quotations (RFQ) on September 18, 2019 per Procurement Under Public Assistance Awards (FEMA) standards. The SCSD as well maintains procurement standards within the SCSDs Financial Management Policy (Section 14 *Purchasing*) whereby the district must review bids (quotes) from three (3) suppliers for expenditures exceeding \$25,000 and emphasizes the importance of reasonable diligence for comparative shopping for all available sources when seeking a purchase for any fixed asset.

The following SOQs were received in response to the RFQ for Primary Clarifier No. 1 Rehabilitation and Control Box replacement project.

Company	Bid Amount	Includes Installation Cost	Bonded Y/N	Includes Field Service Daily Rate (DR). If no, DR amount
ClearStream Environmental	\$ 177,875.00	Yes	unsure	No/\$1500 DR + expenses
Rebuild-It Services, LLC	\$ 217,982.00	Yes	unsure	No/\$900 DR + expenses
MISCOWater	\$ 249,005.00	Yes	Yes	No / \$1,200 DR + expenses

FISCAL IMPACT:

Variable dependent upon the bid chosen by the Board

ATTACHMENTS:

SCSD Request for Quotation: Primary Clarifier No. 1 Rehabilitation and Control Box Replacement Project

ClearStream Environmental Clarifier Proposal No. 19-048 B (SOQ)

Rebuild-It Services Group, LLC (EIMCO-RSG) Proposal No. Q122451 (SOQ)

MISCOWater (WesTech) SOQ



Scotia Community Services District Request for Quotation

Primary Clarifier No. 1 Rehabilitation and Control Box Replacement Project

INSTRUCTIONS TO APPLICANTS

Receipt and Opening of Proposals

The Scotia Community Services District (District) invites qualified firms to submit proposals for the replacement and rehabilitation of the Primary Clarifier No. 1 Rehabilitation and Control Box Replacement Project.

Proposals must be received at the District's office by 2:00 PM PST on October 10, 2019, located at:

Scotia Community Services District
400 Church St/P.O. Box 104
Scotia, CA 95565

For USPS use P.O. Box 104, for UPS/FedEx etc. use 400 Church Street

Submit an envelope containing one (1) portable drive with pdf and two (2) copies of the proposal. The proposal must be sealed and clearly labeled "Primary Clarifier No. 1 Rehabilitation and Control Box Replacement Project". FAX submittals will not be accepted.

Proposals will be presented to the Scotia CSD Board of Directors for selection. Any proposal received after the established closing date and time will not be accepted and will be returned to the applicant unopened. Proposals may be withdrawn upon written request at any time prior to the established closing date and time. The applicant or the applicant's authorized agent must sign such request.

Site Inspections

Site inspections can be scheduled Tuesday through Thursday 10am to 3pm, call for appointments (707) 764-3030.

Examination of Requirements

Each applicant must carefully examine the requirements of the Project. Each applicant shall meet all of the terms and conditions of the Project. By submitting a proposal, the applicant acknowledges acceptance of all provisions of the Scope of Work.

400 Church Street • P.O. Box 104 • Scotia, CA 95565 • (707) 764-3030 •

infoscotiacsd@gmail.com

Employer Identification Number: 82-1570573

D-U-N-S #: 081343593



Communications

All timely requests for information submitted in writing will receive a written response from the District. Any oral communication shall not be binding on the District. All requests for information must be provided in writing and directed to the District's General Manager, Leslie Marshall at infoscotiacsd@gmail.com. To be considered, all requests for information must be received by 2:00 PM PST on September 26, 2019. (Responses and addenda will be posted on the District's website by 2:00 PM PST on October 3, 2019).

DESCRIPTION OF WORK

Project Background

The Scotia Community Services District owns and operates a wastewater treatment plant (WWTP) in Scotia, California. The WWTP is permitted under National Pollutant Discharge Elimination System (NPDES) No. CA0006017/Waste Discharge Requirements Order No. R1-2012-0065. The existing plant was constructed in 1954 and includes: Grit removal channel with influent grinder, Primary Clarifier, Redwood Trickling Filter, Secondary Clarifier, gas chlorination, Chlorine Contact Basin, three Finishing Ponds, Log Pond and Final Clarifier before being discharged to the Eel River between October 1 and May 15 each year. The plant is designed for 1 million gallons per day (MGD) and permitted to treat a peak wet weather flow of .77 million gallons per day (MGD). Summertime average flows (ADWF) are .050 MGD and wet weather flows (AWWF) are .150 MGD.

From February 24, 2019 - March 01, 2019, California had severe winter storms, flooding, landslides, and mudslides. Due to these storms, a Major Disaster Declaration was declared on May 17, 2019 (DR-4434). During these storms, the Scotia CSD's influent channel and Primary Clarifier became inundated with grit washdown, which caused failure of the Primary Clarifier. The lower scum scraping arms bent upwards, the skimming arm fell into the clarifier basin and the baffle and drive shaft became dislodged in the process. The Scotia CSD is now in the FEMA funding process for Disaster Assistance Funding and soliciting quotes for the Primary Clarifier Repair.

Scope of Work

The minimum scope of work for the Project is described below. Applicants are to review the requirements of the RFQ, examine reference documents and develop a scope of services suited to the Project. Additional services may be considered but should be presented separately as optional tasks.

The design shall address at minimum the Primary Clarifier Rehabilitation and Control Box Replacement Project recommendations below as follows:

GENERAL CONSTRUCTION SCOPE FOR DESIGN CONSIDERATION

30 foot diameter, 42,000/gal Primary Clarifier

400 Church Street • P.O. Box 104 • Scotia, CA 95565 • (707) 764-3030 •

infoscotiacsd@gmail.com

Employer Identification Number: 82-1570573

D-U-N-S #: 081343593

- Mob/Demob/Clean-up
- Remove existing clarifier channel iron, scum sweeper, and clarifier scum hopper
- Disassemble, remove, and dispose of existing clarifier drive unit components, catwalk (clarifier walkway bridge) and lattice cover.
- Provide or coordinate all required crane services to uninstall the existing clarifier components and install new clarifier components
- Provide and install manufacturer fabricated steel walkway bridge with handrails
- Provide and install manufacturer fabricated rake arms, inner, middle blades, and stainless-steel squeegees
- Provide and install new manufacturer fabricated channel iron, scum sweeper, hopper and beaches on the scum box
- Provide and install new drive (rated at min. 6,000 ft. lbs.)
- Provide for the rebalance of the clarifier drive arms
- Provide for all required electrical services for installation of the new conduit along the walkway and termination of wires to the new drive and motor units
- All assembly fasteners shall be stainless steel
- Include oil required to fill the new drive unit
- Start up, testing and leveling of the new drive unit
- Functional testing and demonstrating by vendor representative, with a minimum of 2 trips for operator training
- Provide for installation of new District furnished control box with new stainless-steel fasteners and gaskets.

Additionally

- Applicants should have previous experience in working with Special Districts as well as expertise in design and construction administration of Wastewater Treatment Plants.
- Follow all FEMA requirements and Guidelines
- All required labor at the prevailing wage rate
- Maintain appropriate insurance (See Appendix A) as required by the District.
- Adhere to current applicable building codes, specifications and, standards, including Scotia CSD NPDES permit, all local, State, and Federal regulations, & BMPs
- Must provide references of ten years' experience, and Current Contractors and Business licenses.

GENERAL DESIGN SCOPE

Bid and oversee repair of the Primary Clarifier No. 1 Rehabilitation and Control Box Replacement Project. The construction bid package shall meet all requirements of the District for the project.



The District Engineer will review technical specifications. The District Engineer will review “front end” specifications which include bid forms, standard provisions and the like. The District Engineer will prepare responses to bidder technical questions. The District Engineer will assist the District in examining the bids and determining the most responsive, responsible bidder which will be recommended to the Board of Directors for approval and award. The District Engineer will plan a preconstruction meeting with the District and contractor. The District Engineer will provide contract support. During construction of the project, District Engineer shall provide inspection and administrative services, including but not limited to, material submittal approval, pay estimate preparation, change order oversight, inspection documentation, and final walkthrough and punch list.

Project Schedule

The anticipated project schedule is summarized below. The dates are tentative and subject to change, based on permitting conditions, consultations with agencies, and other impacts that cannot be assessed at this time.

Issue Request for Quotes	September 18, 2019
Site Inspections	Call for Appointment
Written Questions Due	2:00PM PST September 26, 2019
Responses to Questions Posted by	2:00PM PST October 3, 2019
Quotes Due	2:00PM PST October 10, 2019
Board Approval	October 17, 2019
Notice to Proceed	October 22, 2019
Completion of Services	November 1, 2020

PROPOSAL CONTENT AND SELECTION PROCESS

Proposal Content

1. Cover letter/Executive Summary
2. Experience and References
3. Project Organization and Key Personnel
4. Project Understanding
5. Proposed Scope of Work
6. Proposed Fee
7. Acknowledgement, Exceptions, Disqualifications, Insurance Certs

400 Church Street • P.O. Box 104 • Scotia, CA 95565 • (707) 764-3030 •

infoscotiaccsd@gmail.com

Employer Identification Number: 82-1570573

D-U-N-S #: 081343593



Attachments:

Appendix A – Insurance Requirements

Exhibit 1 – Existing 30 ft Clarifier Drawings

Exhibit 2 – Plant Flow Schematic

Appendix - A

Insurance Requirements:

Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, Consultant's agents, representatives and employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 12/90) covering Automobile Liability, code 1 (any auto), or code 8, 9 if no owned auto.
3. Workers' Compensation Insurance as required by the State of California and Employers' Liability Insurance. If no employees are utilized, the Consultant shall sign a declaration as described in California Health and Safety Code Section 19825.
4. Professional liability insurance appropriate to the Consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

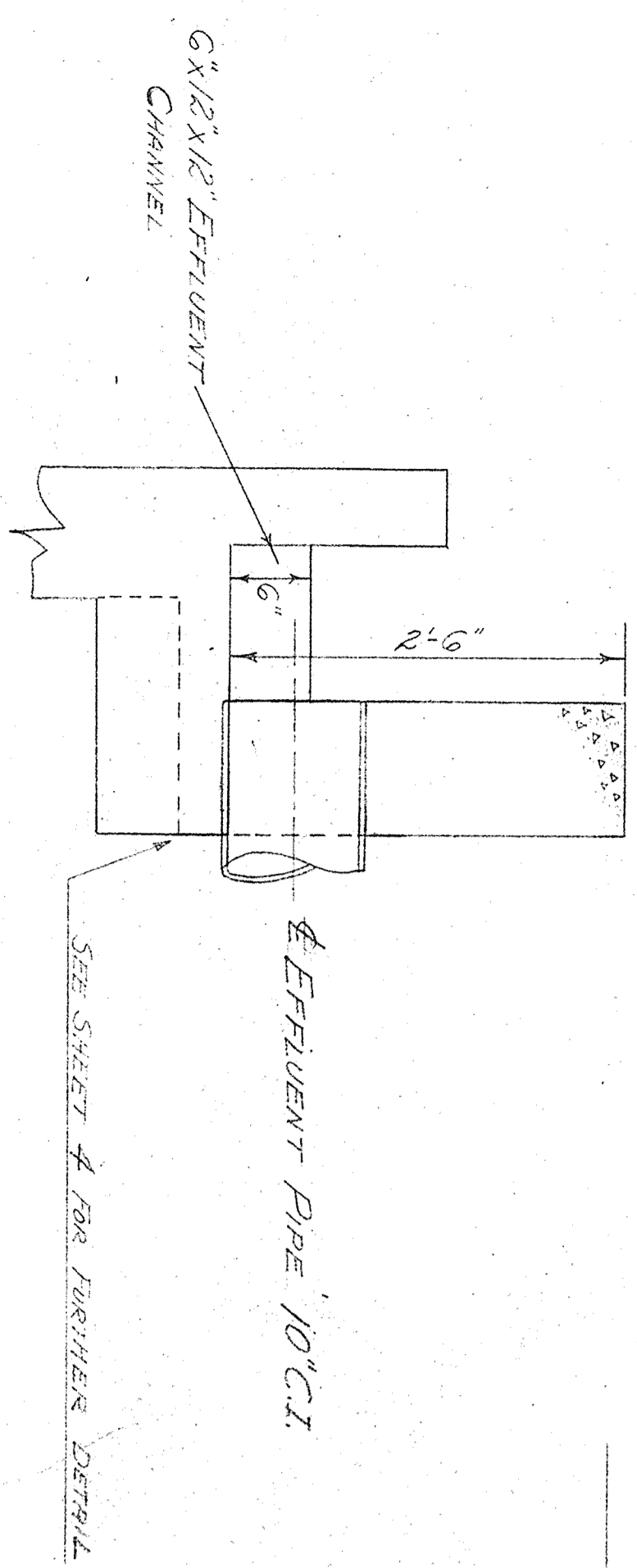
1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: statutory limit; Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Professional liability: \$1,000,000 per occurrence or claim as approved by Scotia CSD General Manager.

400 Church Street • P.O. Box 104 • Scotia, CA 95565 • (707) 764-3030 •

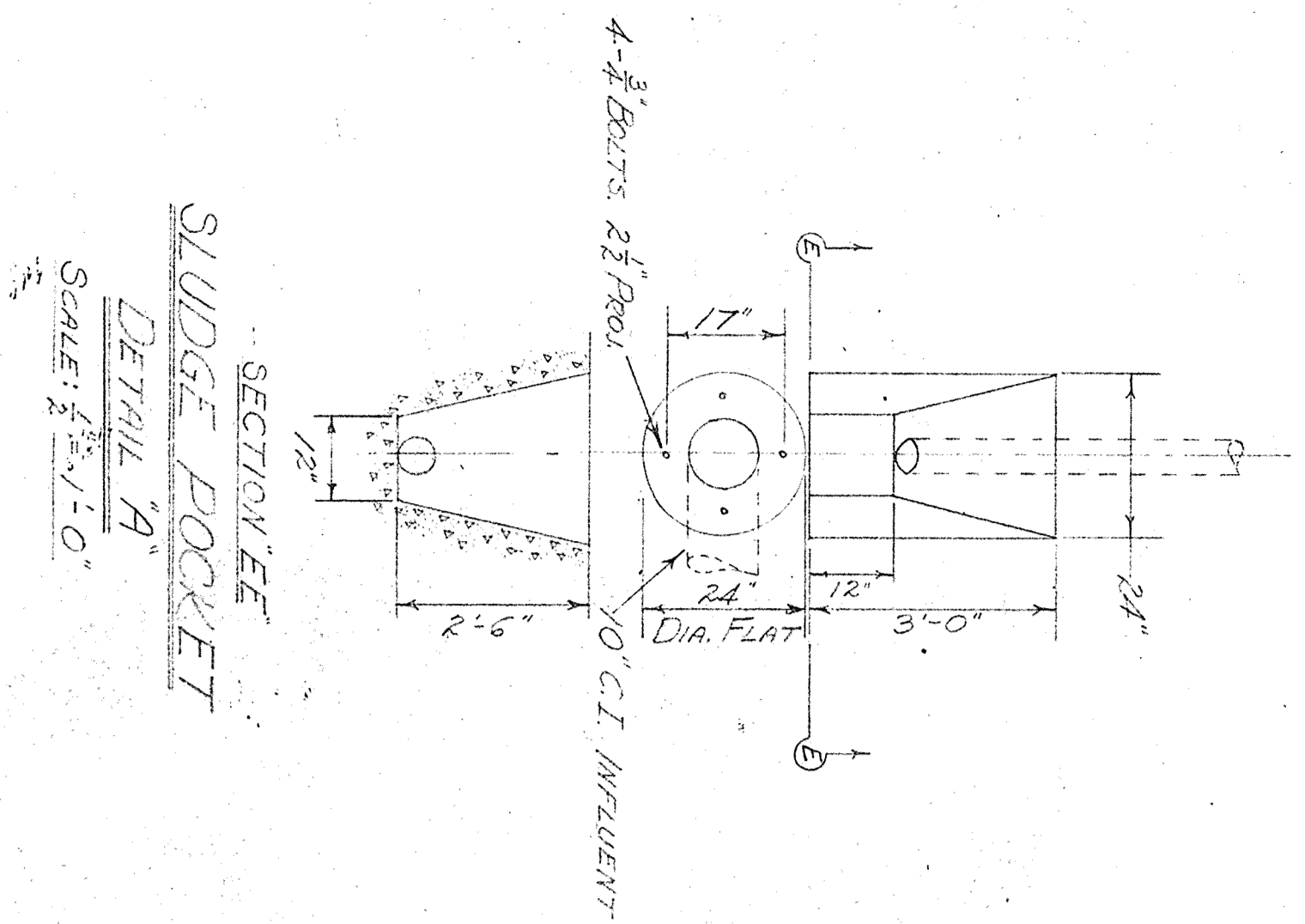
infoscotiabcd@gmail.com

Employer Identification Number: 82-1570573

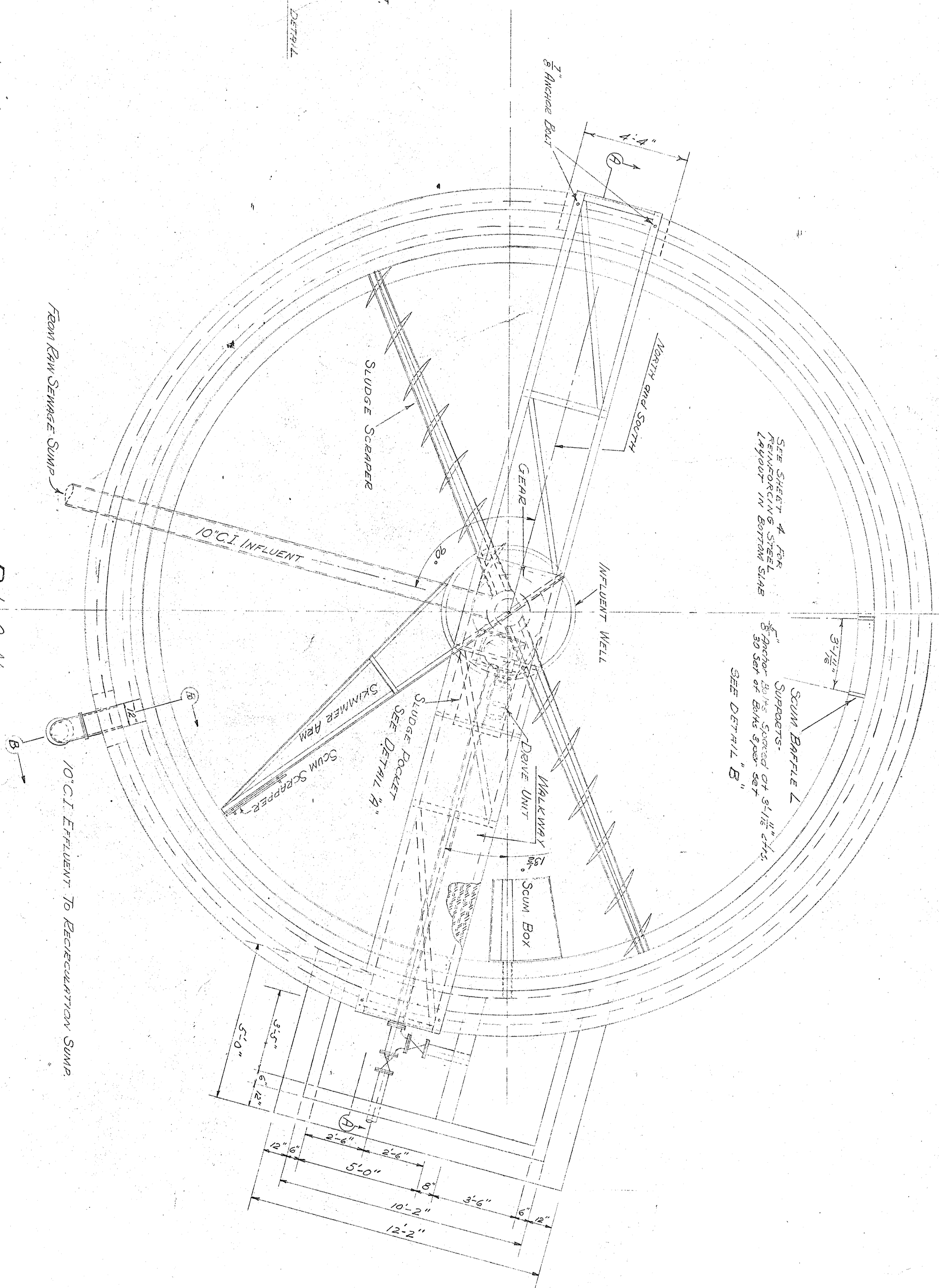
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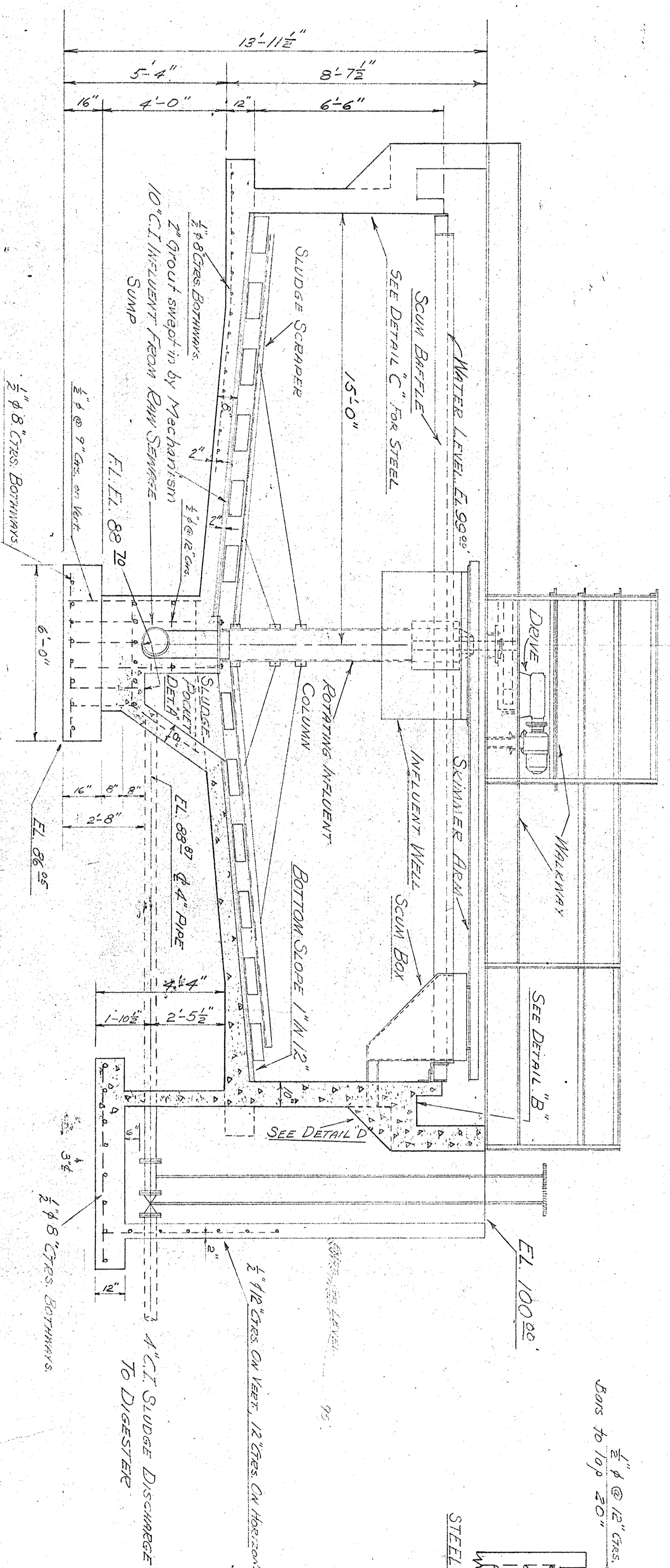
SECTION "BB"
SCALE 1"=10'



SECTION "EE"
SLUDGE POCKET
DETAIL "A"
SCALE: $\frac{1}{8"} = 1'-0"$



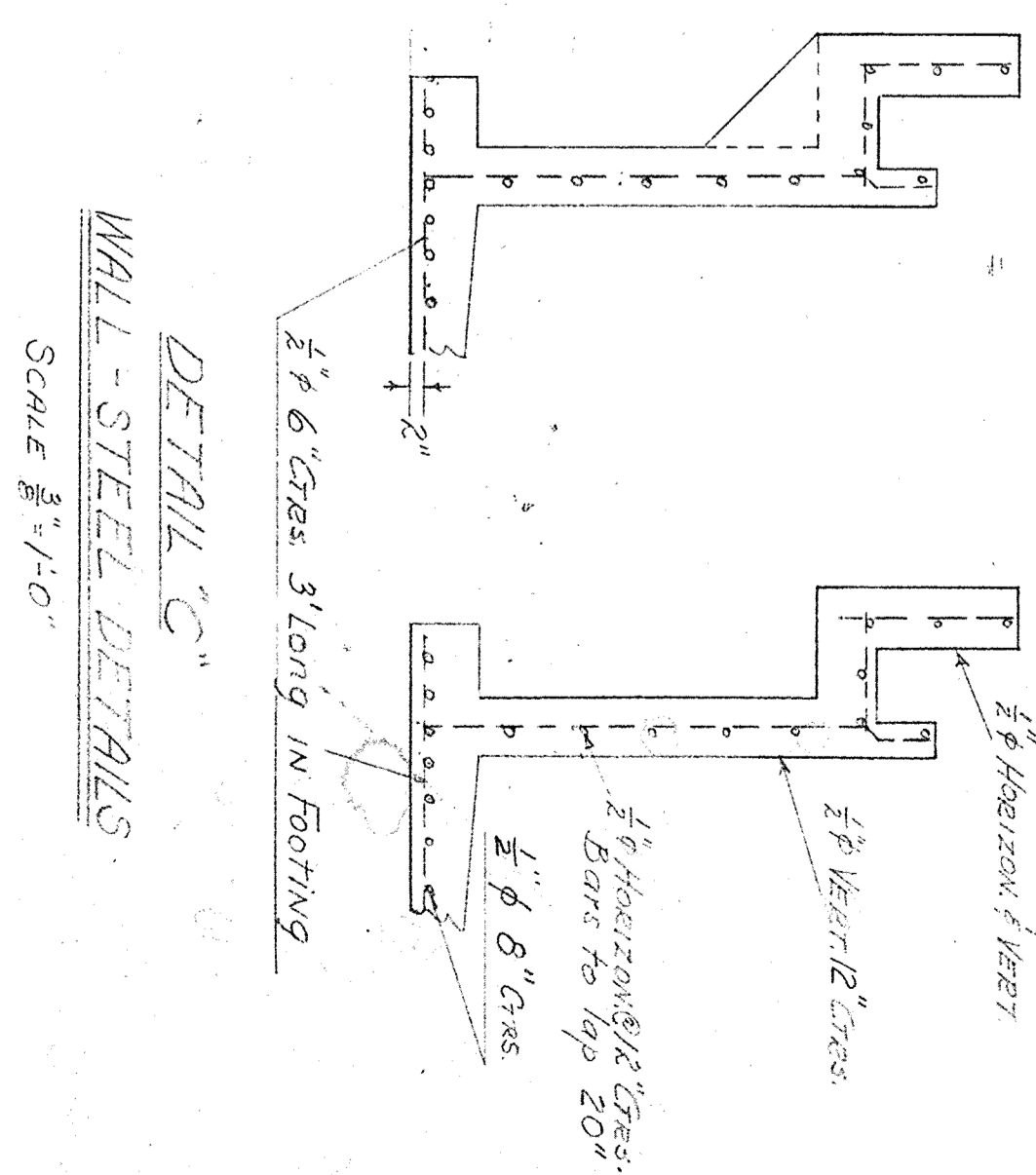
PLAN
SCALE: $\frac{3}{8}'' = 1'-0''$



SECTION "AA"

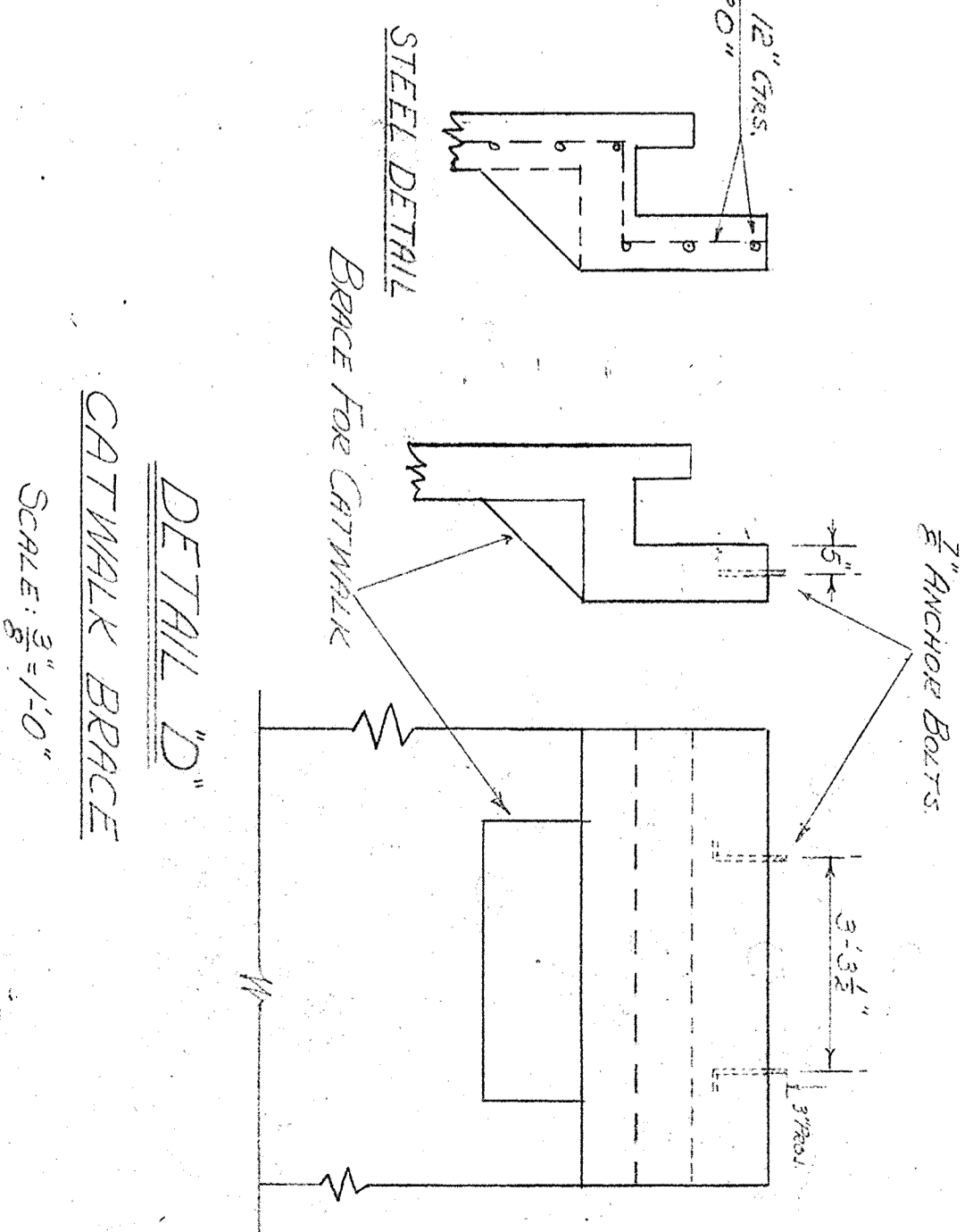
POSITION OF STUDENT SCRAPER, SCUM BOX & SKIMMER FROM NORTH
IN RELATION WITH REST OF SECTION
SEE ABOVE PLAN FOR PROPER POSITION
EQUIPMENT FURNISHED BY PROCESS ENG. INC.

NOTE:
SECONDARY CHARLEIER IS SIMILAR IN ALL RESPECTS TO THE PRIMARY CHARLEIER EXCEPT WITH THE OMISSION OF THE SWIMMING ARM, FIXED & HINGED SWIMMING BLADES, SCUM BOX, SCUM DOWN AND THE SCUM BATTLE WITH ITS SUPPORTS.



DETAIL "C"

WALL-STEEL DETAILS



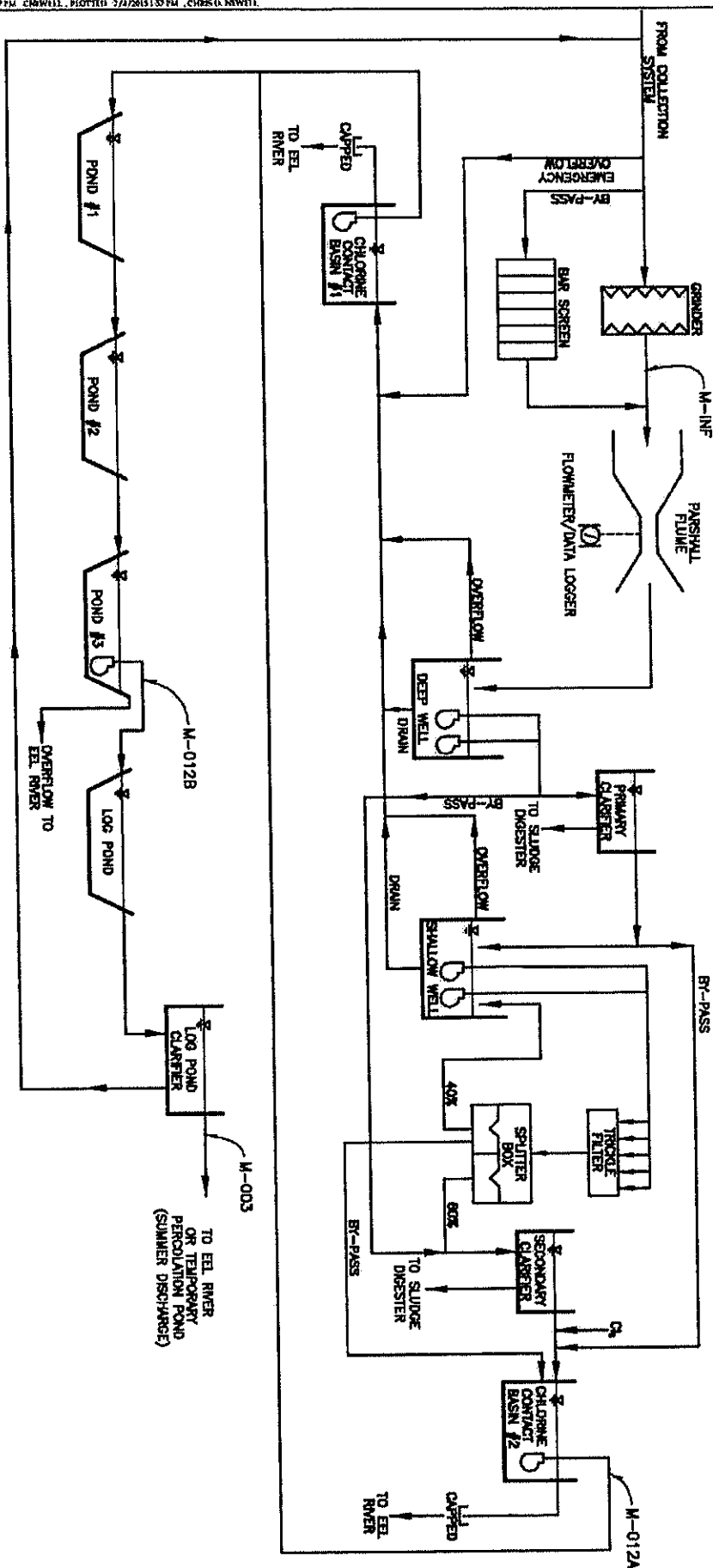
DETAIL "D"
CATWALK BRACE

SCOTIA :
SEWAGE PLANT


CLARIFIER
— PRIMARY —

THE PACIFIC LUMBER COMPANY
SCOTIA, CALIFORNIA

SCALE: AS SHOWN DRAWN: 11/87
DATE: 6-6-89 SHEET: 3 No. 12626



NOTES:
1. SLUDGE HANDLING PROCESS PRING & EQUIPMENT IS NOT INCLUDED.

 SWA Consulting Engineers & Geologists, Inc.	Town of Scott Co., LLC Wastewater Treatment Facility Scott, California	Wastewater Treatment Facility Flow Diagram SHN 0808/7/20	Figure 3
	February 2013	0808/7/20-WWT-FLOW-DIAG	



PUBLIC ASSISTANCE: CONTRACTING REQUIREMENTS CHECKLIST

FEMA's Public Assistance (PA) program provides supplemental assistance to states, tribes, and local governmental entities, as well as certain private non-profit organizations (hereinafter referred to as applicants) to assist them with recovering from emergencies and major disasters. FEMA's *Public Assistance Program and Policy Guide* (<http://www.fema.gov/public-assistance-policy-and-guidance>) provides comprehensive information regarding the types of assistance FEMA can provide and the requirements to receive assistance. The purpose of this Fact Sheet is to provide Public Assistance applicants with key information they need to consider when using contracted resources. Failure to follow federal contracting requirements when procuring and selecting contractors puts applicants at risk of not receiving full reimbursement for eligible disaster costs.

Understanding Which Federal Contracting Requirements Apply to Public Assistance Applicants

The federal procurement requirements are found at 2 C.F.R. §§ 200.317-200.326. In order for a Public Assistance applicant to determine which contracting rules apply, the applicant must first determine if it is a state or non-state entity. States must follow procurement requirements found at 2 C.F.R. § 200.317 and non-states must follow procurement requirements found at 2 C.F.R. §§ 200.318 through 200.326.

A “**STATE**” means any state or territory of the United States, and any agency or instrumentality of that state or territory.

A “**NON-STATE**” entity is any eligible Public Assistance applicant that does not meet the “state” definition. Non-state applicants include local governments, Indian tribal governments, institutions of higher education, hospitals, and other eligible private non-profit organizations.

State entity applicants should refer to “**Checklist A: State Entities**” on page 2 for additional information. Non-state entity applicants should refer to “**Checklist B: Non-State Entities**” on page 2 for additional information.

DISCLAIMER: This Fact Sheet is intended to provide general information on procurement compliance and is not inclusive of every rule that an applicant may need to comply with. Additional information regarding the federal procurement standards can be found at the following webpage: www.fema.gov/procurement-disaster-assistance-team.

ATTENTION: Potential Compliance Issues

State Entities:

- ☐ Not following their own procurement policies and procedures.
- ☐ Not including required contract provisions.

Non-state entities:

- ☐ Using Time & Materials (T&M) contracts without a ceiling price.
- ☐ Awarding sole-source contracts without ensuring the noncompetitive proposals method is appropriately followed.
- ☐ Using pre-awarded/pre-disaster contracts for supplies or services that are out of the contract scope.
- ☐ Awarding to contractors that drafted solicitation documents.
- ☐ Using geographic preferences in the evaluation of bids and proposals.
- ☐ Entering into Cost-Plus-Percentage of Cost (CPPC) contract types. These contract types are prohibited.
- ☐ Improper “piggybacking” of other entities’ contracts.
- ☐ Awarding to suspended or debarred contractors.

FEDERAL PROCUREMENT REQUIREMENTS CHECKLISTS

Checklist A: State Entities

- ☐ Follow **the same policies and procedures** used when contracting with non-Federal funds (2 C.F.R. § 200.317);
- ☐ Comply with the **procurement of recovered materials** guidelines (2 C.F.R. § 200.322);
- ☐ Must include **required contract provisions** in all purchase orders/contracts awarded (2 C.F.R. § 200.326); and
- ☐ **Reasonable cost** considerations:
 - ☐ While **T&M contracts** without a ceiling price and **CPPC contracts** may be allowable under state standards, the use of these contracting vehicles carry a higher risk of noncompliance with the requirement that costs be reasonable (2 C.F.R. § 200.404) and as such may be subject to a higher level of scrutiny.

Checklist B: Non-State Entities

- ☐ Maintain written standards of conduct covering **conflicts of interest** and governing the performance of employees who engage in the selection, award, and administration of contracts (2 C.F.R. § 200.318(c));
- ☐ Conduct procurements in a manner providing for **full and open competition** (2 C.F.R. § 200.319);
- ☐ Take six necessary steps to assure that **small and minority businesses, women's business enterprises, and labor surplus area firms** are used when possible (2 C.F.R. § 200.321):
 - ☐ Place such organizations that are qualified on solicitation lists;
 - ☐ Ensure such organizations are solicited whenever they are potential sources;
 - ☐ Divide total requirements, when economically feasible, into smaller tasks or quantities;
 - ☐ Establish delivery schedules, where the requirement permits, which encourage their participation;
 - ☐ Use the services and assistance, as appropriate, of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - ☐ Require prime contractor to take the above affirmative steps if subcontracting.
- ☐ Perform a **cost or price analysis** in connection with every procurement action in excess of the Simplified Acquisition Threshold, including contract modifications (2 C.F.R. § 200.323);
- ☐ Use allowable **procurement methods**, including procurement by micro-purchases, small purchases, sealed bidding, competitive proposals, and non-competitive proposals and ensure corresponding standards are met (2 C.F.R. § 200.320);
- ☐ If using a **T&M contract**, ensure that no other contract type is suitable and the contract includes a ceiling price that the contractor exceeds at their own risk (2 C.F.R. § 200.318(j));
- ☐ Follow the **bonding requirements** for all facility and improvement projects (2 C.F.R. § 200.325);
- ☐ Must include **applicable contract provisions** in all contracts awarded (2 C.F.R. § 200.326);
- ☐ Comply with the **procurement of recovered materials** guidelines (2 C.F.R. § 200.322);
- ☐ Maintain **oversight** to ensure contractors perform according to the terms, conditions, and specifications of their contracts or purchase orders (2 C.F.R. § 200.318(b)); and
- ☐ Maintain **records** sufficient to detail the history of the procurement. These records will include, but are not limited to the rationale for the method of procurement, selection of contract type; contractor selection or rejection; and basis for the contract price (2 C.F.R. § 200.318(i)).

6 Frequent Sources of Non-Compliance Issues

1. **Time & Materials Contracts.** T&M contracts can be used for a reasonable amount of time when (1) no other contract type is suitable; and (2) the contract includes a ceiling that the contractor exceeds at its own risk. Non-federal entities must also maintain a high degree of oversight (§ 200.318(j)).
2. **Cost-Plus-Percentage-of-Cost Contracts.** These are contracts where the contractor's profit is based on a percentage of the underlying project costs actually incurred. Such contracts are explicitly prohibited by the Federal procurement standards and ineligible for FEMA grant funding (§ 200.323(d)).
3. **Piggybacking.** Adopting a pre-existing contract solicited and awarded by another entity is referred to as "piggybacking." Non-state applicants considering piggybacking should closely examine whether use of another jurisdiction's contract would violate the federal procurement standards, as often these contracts do not contain required assignability clauses, are improper in scope, or were not procured in compliance with the federal procurement standards (§ 200.319).
4. **Geographic Preferences.** Non-state applicants must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals (§ 200.323(b)).
5. **Awarding to Contractors that Drafted Solicitation Documents.** Non-state applicants must prohibit contractors that develop or draft specifications, requirements, statements of work, invitations for bid or requests for proposal from competing for and being awarded the subsequent contract for that work (§ 200.323(a)).
6. **Suspended or Debarred Contractors.** Non-state applicants may not award a contract to a suspended or debarred contractor, nor may any prime contractor award to a suspended or debarred subcontractor. Check the database at www.sam.gov prior to awarding the contract (§§ 200.213, 200.318(h)).

What do non-state applicants need to document in the contract file?

Maintaining contemporaneous records to detail the history of a procurement action is both required under the federal procurement standards (§ 200.318(i)) and the best defense in the event of an audit. FEMA requires non-state applicants to keep at least the following documentation:

- **Why you chose the procurement method** (e.g., documentation explaining that the contract was for construction so sealed bidding was the preferred procurement type pursuant to the federal procurement standards).
- **Why you chose the type of contract** (e.g., documentation explaining that the debris removal contract is a time and materials contract because no other contract type is suitable due to the uncertain amount of debris; that a firm ceiling price is included in the contract; and that this contract will be monitored to ensure the efficiency and avoid abuse by the contractor).
- **Why you chose or rejected a contractor** (e.g., documentation explaining that Contractor X was rejected because it failed to submit the required bid bond, whereas Contractor A was selected because it was deemed responsive, responsible, and had the lowest bid price).
- **The basis for the contract price** (e.g., documentation showing an independent cost estimate was performed prior to procurement; that although the contract price is slightly higher than the cost estimate, this contractor had a superior technical solution and was selected as the most advantageous; and that cost was further negotiated with the contractor to bring it closer to the cost estimate).



Procurement Under Public Assistance Awards

September 2017



FEMA

Intended Audience. This publication is primarily intended for local governments, tribal governments, institutions of higher education, hospitals, and other nonprofit organizations (non-state applicants) who receive funding through FEMA's Public Assistance Program. While this publication does not address the federal procurement standards that apply to state entities, states must follow the rule set forth in 2 C.F.R. § 200.317. States are defined as any of the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or any agency or instrumentality of a state except for local governments.

Purpose of this Publication. The purpose of this publication is to assist eligible Public Assistance applicants in identifying and applying the federal procurement standards. Public Assistance applicants must follow these standards when using FEMA funds to procure disaster materials, supplies, public works projects, and services. Non-compliance with the federal procurement standards may result in the denial or de-obligation of Public Assistance funding. This document only provides a snapshot of the federal procurement standards; it does not address all Public Assistance requirements. The information provided is not legal advice. Public Assistance applicants should always consult with their legal counsel regarding any legal questions.

Federal Procurement Standards. The federal procurement standards applicable to federal awards can be found at Title 2 of the Code of Federal Regulations, Part 200, Sections 200.317 through 200.326 (2 C.F.R. §§ 200.317-200.326).

FEMA Resources. The Procurement Disaster Assistance Team (PDAT) provides resources to help Public Assistance applicants comply with the federal procurement standards at their website: www.fema.gov/procurement-disaster-assistance-team. PDAT's resources include:

- Field Manual and Supplement on the Federal procurement standards;
- Compliance checklists;
- Required contract clauses template;
- Cost and price analysis guide; and
- Webinar series.

What federal procurement standards apply to non-state applicants (i.e., local governments, tribal governments, institutions of higher education, hospitals, and other nonprofit organizations)?

Non-state applicants must:

- Follow their own documented procurement procedures which reflect applicable state, local, and tribal laws and regulations; and
- Conform their procurements to applicable Federal law and the regulations identified in 2 C.F.R. §§ 200.318 through 200.326.

What procurement methods can non-state applicants use?

Micro-Purchase Procedures (§ 200.320(a))

- ≤\$3,500 or comparable state/local/tribal threshold, whichever is lower
- Requires only ONE quote if price is reasonable
- MUST distribute equitably among vendors

Small Purchase Procedures (§ 200.320(b))

- ≤\$150,000 or comparable state/local/tribal threshold, whichever is lower
- Requires quotes from three (3) suppliers

Sealed Bidding (§ 200.320(c))

- Preferred method for construction contracts
- Firm-fixed-price contract is awarded to the lowest priced, responsive, responsible bidder
- Non-state applicants must solicit bids from an adequate number of suppliers
- Local and tribal governments must publicly advertise the invitation for bids and open bids publicly

Competitive Proposals (§ 200.320(d))

- Method generally used when conditions are not appropriate for sealed bidding
- Fixed price or cost reimbursement contract is awarded to the responsible firm whose proposal is most advantageous to the non-state applicant
- Non-state applicants must publicize requests for proposals (RFPs), and solicit proposals from an adequate number of qualified sources
- RFPs must identify all evaluation factors and their relative importance

Do non-state applicants have to award to small, minority owned, women's business enterprises, or labor surplus area firms?

Non-state applicants must engage these categories of socioeconomic firms in the procurement process, but are not required to set aside awards for them. To engage them in the procurement process, non-state applicants MUST take the following affirmative steps (§ 200.321):

1. Place qualified socioeconomic firms on their solicitation lists;
2. Assure that socioeconomic firms are solicited whenever they are potential sources;
3. Divide total requirements, when economically feasible, into smaller tasks or quantities;
4. Establish delivery schedules, where the requirement permits, which encourage participation by socioeconomic firms;
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Require prime contractors to take steps (1) through (5) if they use subcontractors.

Is it ever permissible for non-state applicants to sole source a contract?

Yes, the federal procurement standards identify four situations in which a non-state applicant may sole source a contract (§ 200.320(f)):

1. The item is available from only one source;
2. A public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
3. FEMA or the State authorizes a written request to sole source; or
4. After solicitation of a number of sources, competition is determined inadequate.

When sole sourcing, the non-state applicant must provide a written justification in the contract file.

Proposal and Pricing for Primary Clarifier No. 1 Rehabilitation and Control Box replacement Project.

Prepared By:
ClearStream Environmental, Inc.

Summary

ClearStream is proposing to demo and install a new 30' clarifier mechanism in the existing Primary Clarifier tank. We have been on site and evaluated the existing unit and understand the constraints and job scope. We propose working with a local construction firm North Coast Fabrication out of Arcata, California to perform the onsite tear out and installation along with a ClearStream representative who will be on site the entire time the mechanism is being installed.

Project Understanding

ClearStream has worked with the District through the last year to help develop the scope of supply plus come on site and visited with the District to ascertain constructability and costs.

Attachments:

- Proposal
- Reference List
- Project Organization and Key Personnel
- Insurance Certifications



PROPOSAL NO. 19-048 B

PROPOSAL

PROJECT NAME: Scotia
SPECIFICATION NO: Primary Clarifier No. 1 Rehabilitation and Control Box Replacement Project
PROPOSAL DATE: October 9, 2019
BID DATE: October 10, 2019
EQUIPMENT: Supply and Install of:
One (1) 30' Diameter Shaft Drive Clarifier

ClearStream Environmental

9547 South 500 West

Sandy, UT 84070

Phone: 801-676-1890

Fax: 801-676-1893

Contact: Larry DeBirk

Email: larry.debirk@clearstreameng.com

ClearStream Representative:

Contact: Ray Sprague

Phone: 916-995-5500

Email: raysprague@jbiwater.com

MECHANICAL DESCRIPTION

One (1) 30' diameter x 6'-6" side water depth (with 1'-1" free board) Clarifier mechanism for installation in an existing Concrete Tank. The mechanism shall consist of the following equipment:

- One bridge mounted precision bearing shaft drive mechanism to drive the rake arms.
 - Rake drive, Model S25-A is a low-speed, high-torque, totally enclosed gear drive with positive overload protection. The drive consist of a 1/2 HP, 3 phase, 220 Volt, 60 Hertz, motor, electric mechanical speed reducer, and precision main bearing designed for a continuous torque of 12,000 ft-lbs. The main bearing carries a ten-year warranty.
 - **NOTE: The torque is twice the Specification amount due to the potential of grit accumulation in the clarifier (as had happened before).**
- Control Panel provided by the District.
- One (1) Support/Access Bridge and Center Platform. Access walkway shall be 3' wide with aluminum grating, and aluminum 2-rail handrail. The center platform shall provide 24" clearance around the drive.
- One structural steel torque and influent shaft, sch. 40, 12" diameter with bottom seal bearing/influent connection.
- Two structural steel rake arm triangular trusses, with stainless steel squeegees.
- Feed well, 6'-0" diameter x 3'-6" deep, plated with 3/16" steel panels.
- One (1) Skimmer assembly to include scum deflector blade, and 3'-0" wide hinged skimmer w/ neoprene wipers.
- One (1) 3'-0" wide scum box with wall supports, Fernco coupling, and scum flushing valve.
- 304 SS Anchor Bolts.
- 304 SS Fasteners.
- Coating:
 - Surface Preparation:
 - Non-Immersion Service: SSPC-SP6 (commercial blast)
 - Immersion Service: SSPC-SP10 (near white blast)
 - Coating:
 - Non-Immersion Service: High Build Epoxy Primer, and Urethane Finish Coat.
 - Immersion Service: High Build Epoxy Primer, Polyamide Epoxy Finish Coat.

POTENTIAL ADDER:

- One set FRP Baffles. Baffles shall be 12" deep x 1/4" thick, with supports plus installation.

LIMITS AND EXCEPTIONS:

Proposal and pricing does not include:.

- Electrical Interconnection Diagrams or Electrical Control Panel, unless called out in the proposal.
- Civil work including excavation, foundations, sidewalks, roads, curb and gutters or gravel surrounding the mechanism, platforms or buildings.

FIELD DEMOLITION AND ERECTION OF CLARIFIER MECHANISMS:

ClearStream is proposing to work with North Coast Fabrication located in Arcata, California to mobilize on site, demolition the existing mechanisms and install the newly supplied clarifier mechanisms as described below:

- Customer will supply an empty and clean tank and existing electrical disconnected prior to ClearStream mobilization.
- Demolition of one (1) 30' diameter Clarifier. We will provide dumpsters near the clarifier to load existing materials into the dumpsters to be hauled away.
- Demolition consists of Existing Bridge, Handrail, Grating, Drive Unit, Skimmer, Scum Box, Feedwell, Rake Arms, and Drive Shaft.
- Existing anchor bolts will be examined and a determination of whether the existing bolts can be re-utilized or if new epoxy type anchor bolts are required.
- Existing Weirs and baffles to remain in place (Optional Price for a new baffle is offered).
- Installation of new walkway.
- Installation of new drive unit to walkway including grating and handrails.
- Installation of new center drive shaft.
- Installation of new Feedwell and supports.
- Installation of new rake arms, skimmer supports and skimmer.
- OPTIONAL: Installation of new baffles.
- Installation of new scum box.
- Electrician shall install and connect wiring to the drive unit and control panel.
- ClearStream will level the drive unit and make final adjustments for placing the unit back in service.
- ClearStream to touch up paint scratches made during shipping and / or installation.
- ClearStream to supply necessary oil to fill the drive unit.
- ClearStream will make any final adjustments to mechanism after filling.

North Coast Fabrication, a WBE company:

California Contractor License: 883082

Business License: 1000029831

(Due to current electrical Blackouts in the area, we will supply insurance certification at a later date).

LIMITS AND EXCEPTIONS FOR FIELD WORK:

- Owner shall remove any obstruction to allow a crane reasonable access to the site. Currently an overhead power cable to a yard light and cable is above the working area will need to be removed.
- All materials to be painted A-36 carbon steel unless specifically indicated in the mechanism portion of this proposal
- ClearStream/NCF will supply its own crane. The operator will be a qualified member of the installation crew.
- The Hole Watch / Fire Watch / QA / Safety Person will be the working foreman on site.
- ClearStream will utilize standard tie off procedures for field erection.
- Scaffolding, if required by ClearStream, will be supplied by ClearStream. Ladders and Tank builders type scaffolding will be utilized on site.
- The mechanism parts will be supplied finish coated and ClearStream will make every effort to minimize coating damage to the material however, normal handling and installation procedures will require some field touch up prior to placing the mechanism back in service.
- ClearStream has many years' experience installing these types of mechanisms and will have a full time field representative on site during the installation.
- Price is based on free and easy access to and around the tank foundations and shall be no less than 10 hours / day for 7 days / week. It is anticipated that ClearStream will work Monday – Friday depending on final schedule but will utilize the other days to make up rain delays if needed.
- While all care will be taken while on site, ClearStream cannot be held accountable for any damage to concrete floors, tanks, driveways, or lawns due to normal construction activities.
- Price is based on one (1) mobilization and de-mobilization to site. If additional move-in / move-out is required for reasons other than required by ClearStream, any cost will be passed along to the owner.
- Any standby cost for delays outside of ClearStream's control will be passed along to the owner. An example would be the tank is not empty and cleaned on the start day.
- Demolition and Erection is based on Non-Union jobsite with free and easy access to and around tank foundations.
- Prevailing wages are included.
- Any Welding if needed to be performed with E6010 and E7024 welding rods.
- Pricing includes a 1-million dollar general liability policy and a 2-million dollar umbrella. If higher limits are required all costs will be passed on at our cost.
- Estimated time of on-site construction: 5 to 8 days
- Taxes and / or Permits: Local, State or Federal by Owner.

PRICING

Pricing for the described equipment is as follows. The prices quoted do not include sales, excise, or other similar taxes. .

One (1) 30' Diameter Shaft Drive Clarifier Supply, Demolition and Installation
\$ 168,185

Supply and install New FRP Baffle
\$9,690

Shipping is quoted as ex-works with full freight allowed to the job site. It is the responsibility of the contractor to check all components at receiving and issue all claims for damage or missing parts due to transport within 48 hours of receipt of equipment.

Additional Field Service for start-up and training is billed at \$1,500 per day plus customary expenses. Travel days are billed at ½ rate. Two-week advance notice is required or the increased flight cost will be added to the contract price

Schedule:

Submittal Drawing Schedule:	6 weeks after receipt of PO
Owner Review	2 to 4 weeks
Standard Deliver	18 to 24 weeks after receipt of Approved Submittals

Payment Terms and Conditions:

10%	Upon Submittal
30%	Upon Material Order
55%	Upon shipment of mechanisms
5%	Upon Checkout or 120 days from shipment, whichever occurs first

Terms are net 30 from billing. Late payment penalty is applied at 1.5% per month plus a monthly \$50 billing fee.

Items that are not specifically stated in the above proposal are not included.

STANDARD TERMS AND CONDITIONS

PRICE CONDITIONS: The price quoted herein shall remain in effect for a period of thirty (30) days of proposal date.

CANCELLATION: Any contract resulting from this quotation may be cancelled by the Purchaser only upon payment of reasonable cancellation charges, which shall take into account the expenses already incurred and commitments made.

DELIVERY: Delivery of the equipment quoted hereunder shall be made F.O.B. factory with full freight allowed unless noted otherwise. Shipping dates are approximate and are based upon receipt of all necessary information. ClearStream shall not be liable for damages caused by delays due to strikes, riot, warfare, act of God, accidents or other contingences beyond reasonable control of ClearStream. Our pricing is based on the schedule listed above. Should the project be delayed beyond that listed, ClearStream reserves the right to adjust our schedule and/or pricing to reflect current economic conditions.

DAMAGES: ClearStream Environmental shall in no event be liable for anticipated profits or consequential damages on the part of the owner/purchaser.

BACKCHARGES:

No back charge will be accepted unless first discussed and approved by ClearStream before work commences. A back charge Approval Form with scope of work and costs must be signed by an authorized ClearStream representative before work shall begin

TERMS OF PAYMENT: ClearStream Environmental shall invoice as stated in the Payment section of this proposal. Payment is due, unless otherwise stated, net thirty (30) days.

TAXES: The price quoted does not include sales, excise, or other similar taxes. All associated taxes shall be paid by the Purchaser or, in lieu thereof, provide ClearStream Environmental with a tax exemption certificate acceptable to the taxing authorities. ClearStream Environmental does not process local or state taxes unless legally required to do so. If ClearStream must process taxes via the equipment contract, Purchaser is responsible to correctly calculate the amount. Taxes then will be billed as a separate line item on the final invoice with a 10% service fee.

WARRANTY: ClearStream Environmental shall warrant the equipment for one (1) year against defects in workmanship or material and reserve the right to repair or replace the defective parts. Equipment not manufactured by ClearStream Environmental shall carry the warranty of the manufacture thereof. ClearStream Environmental makes no warranties, expressed or implied, other than as herein expressed.

TITLE: Title to the equipment sold hereunder shall remain in the possession of ClearStream Environmental until the purchase price is paid in full. The purchaser shall do all acts necessary to protect and maintain the equipment until title is exchanged.

Reference List

Project Organization and Key Personnel

Insurance Certifications

ClearStream Environmental, Inc.

NCF (to be provided later when available
due to power outages).

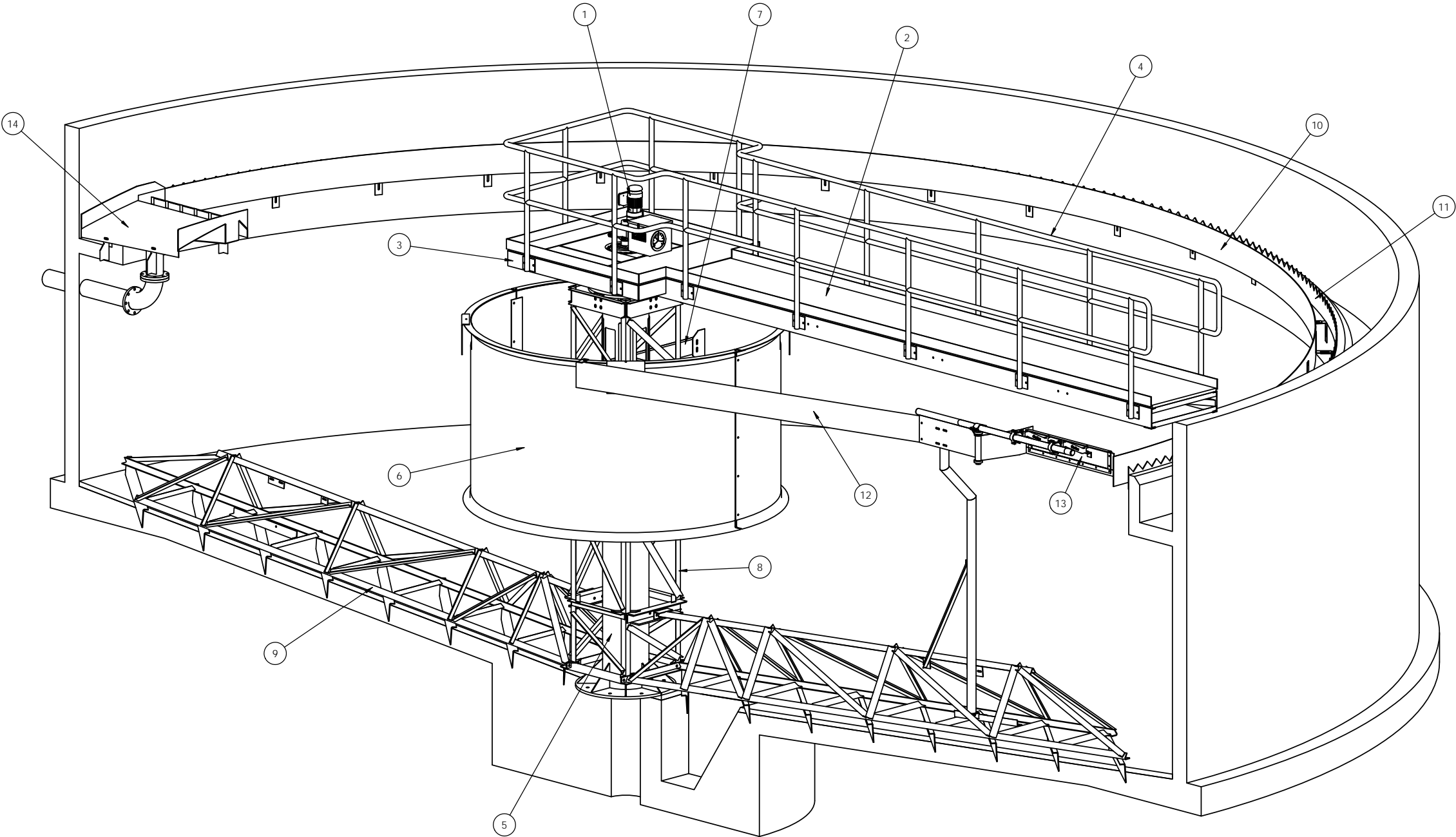
SEGMENTED BLADE
CAGE DRIVE
CLEARSTREAM MODEL - CCG

CLARIFIER

DIAMETER:


SIDE WATER DEPTH:

SIDE WALL DEPTH:



EQUIPMENT LIST	
ITEM	DESCRIPTION
1	DRIVE UNIT W/ <input type="text"/> FT. LBS. CONTINUOUS TORQUE
2	ACCESS WALKWAY
3	PLATFORM
4	HANDRAIL 42" HIGH DOUBLE RAIL W/ 1/4" X 4" KICKPLATE
5	CENTER INFLUENT COLUMN W/ INFLUENT PORTS
6	FEEDWELL W/ BAFFLED SCUM PORTS
7	FEEDWELL SUPPORTS
8	DRIVE CAGE
9	RAKE ARMS W/ BLADES AND ADJUSTABLE SQUEEGEES
10	WEIR PLATE W/ 90° V-NOTCHES
11	BAFFLE W/ SUPPORTS
12	SKIMMER BLADES W/SUPPORTS
13	SCUM SCRAPER <input type="text"/> WIDE
14	SCUM BOX W/FLEXIBLE COUPLING OUTLET <input type="text"/> WIDE

NOTES:
1. THE CONFIGURATION AND DATA SHOWN ON THESE DRAWINGS IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE USED WITHOUT FOLLOWING PROPER PROCESS DESIGN CRITERIA.



14553 S. 790 W. #C
BLUFFDALE, UT 84045
OFFICE: (801) 676-1890
FAX: (801) 676-1893

PROPRIETARY AND CONFIDENTIAL

THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF CLEARSTREAM ENVIRONMENTAL. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF CLEARSTREAM ENVIRONMENTAL IS PROHIBITED.

UNLESS OTHERWISE SPECIFIED:
DIMENSIONS ARE IN INCHES
WEIGHTS ARE IN LBS
TOLERANCES (A.W. AWS D1.1, AISC CODE OF STD PRACTICE):
FRACTIONAL: $\pm 1/8"$
HOLE LOCATION: $\pm 1/32"$
MATERIAL: N/A
WEIGHT EACH: N/A
QUANTITY / ASSEMBLY: N/A
TOTAL WEIGHT: N/A

DRAWN	NAME	DATE
CHECKED		
ENG APPR		
FAB INSP		

DO NOT SCALE DRAWING

MODEL NUMBER: _____

DESIGNATION: _____

TITLE: CAGE DRIVE SCRAPER

GENERAL ARRANGEMENT

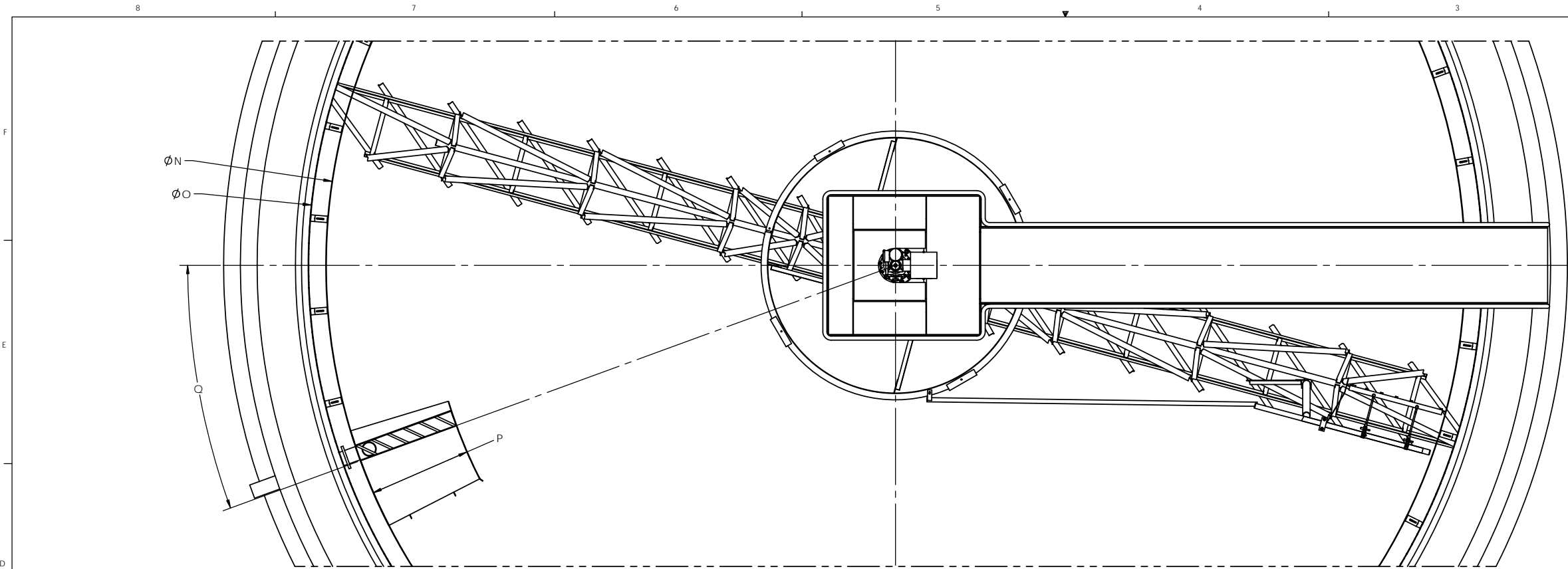
SIZE DWG. / PART NO. REV

D 100

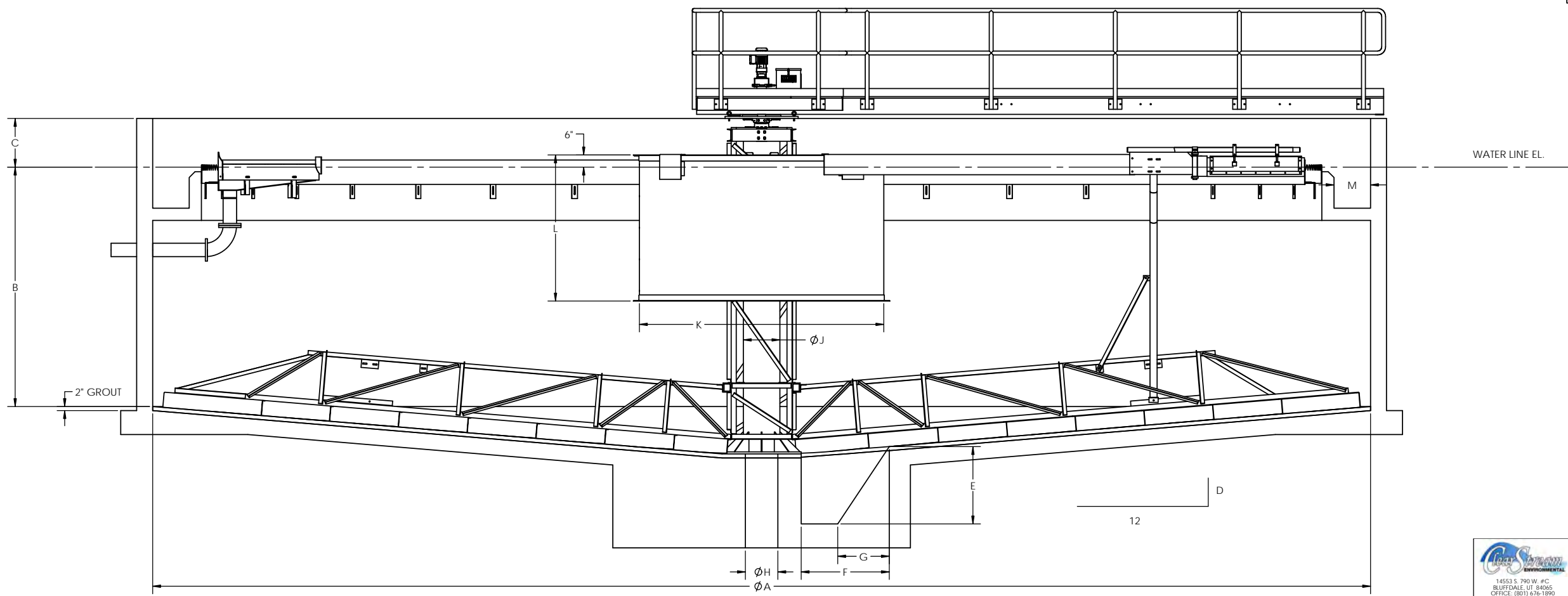
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SHEET 1 OF 1

REV.	DESCRIPTION	DRAWN	APPROV.	DATE
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PLAN VIEW



ILLUSTRATIVE ELEVATION

DATA TABLE		
ITEM	DESCRIPTION	DIMENSION
A	TANK INSIDE DIA.	
B	SIDE WATER DEPTH	
C	FREEBOARD	
D	TANK SLOPE	
E	SLUDGE PIT DEPTH	
F	SLUDGE PIT WIDTH	
G	SLUDGE PIT SLOPE	
H	INFLUENT PIPE DIA.	
J	CENTER COLUMN DIA.	
K	FEEDWELL I.D.	
L	FEEDWELL DEPTH	
M	LAUNDER WIDTH	
N	BAFFLE INSIDE DIA.	
O	LAUNDER INSIDE DIA.	
P	SCUM BOX WIDTH	
Q	SCUM BOX ANGLE	

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BLUFFDALE, UT 84045
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UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN INCHES WEIGHTS ARE IN LBS TOLERANCES (A.W. AWS D1.1, ASCE CODE OF STD PRACTICE): FRACTIONAL: $\pm 1/8"$ HOLE LOCATION: $\pm 1/32"$ MATERIAL: N/A	DRAWN: CHECKED: ENG APPR: FAB INSP: N/A	NAME: DATE: N/A
WEIGHT EACH: N/A	DO NOT SCALE DRAWING	MODEL NUMBER: N/A
QUANTITY / ASSEMBLY: N/A	DESIGNATION: N/A	
TOTAL WEIGHT: N/A		

CAGE DRIVE SCRAPER

TITLE:
GENERAL ARRANGEMENT

SIZE DWG. / PART NO.
101

REV

REV.	DESCRIPTION	DRAWN	APPROV.	DATE	SCALE	SHEET 1 OF 1
					1:30	

PROPOSAL NO. 122451

October 10, 2019

PREPARED FOR:

Scotia Community Service District
400 Church St/P.O. Box 104
Scotia, CA 95565
Att: Brandon Wishneff
707-764-3030



PROJECT:

Supply of a 30' clarifier with turn-key installation and the removal of the existing clarifier

PROJECT LOCATION:

849 Williams St
Scotia, CA
Scotia WWTP

PROPOSAL PREPARED BY:

Rebuild-It Services Group, LLC
6810 South 300 West, Suite 8
Midvale, Utah 84047
John Lull
Phone: (385) 235-6925
Mobile: (949) 606-6591
jlull@rebuild-it.com

LOCAL SALES ENGINEER:

Rebuild-It Services Group, LLC
Dana Point, CA
John Lull
Mobile: (949) 606-6591
jlull@rebuild-it.com

PROJECT SUMMARY:

Rebuild-it Services Group, LLC (RSG) is pleased to present this proposal for the supply of a new 30' clarifier mechanism with turn-key installation and removal of the existing clarifier.

SCOPE OF SUPPLY:

Rebuild-it Service Group, LLC (RSG) presents our offering of the supply of a new 30' clarifier mechanism with installation and the removal of the existing mechanism. All steel components for this project will be shop blasted, primed and painted with two coats of Tnemec prior to shipping.

The following is included

- Supply one BM21 drive w/control panel
- Supply one 30' clarifier mechanism w/stainless steel squeegees
- Supply of a full span walkway w/FRP grating and aluminum handrail
- Supply one scum box w/supports
- Installation of clarifier mechanism
- Installation of electrical wires and conduit to the tank wall edge
- Start up and commissioning of clarifier
- Removal of the existing clarifier drive
- Removal of existing clarifier mechanism
- Removal of the scum box
- Removal of the existing walkway
- All debris will be loaded into containers and shipped off site

The following is not included

- Piping to the clarifier
- Concrete repair (a change order can be issued if repairs are needed)

PRICING:

Clarifier:

Supply, installation and Removal of the 30' clarifier as described above..... \$217,982.00

Proposal No. Q122451



Please be sure to reference this quotation number and date on your purchase order. Remit order to:

Rebuild-it Services Group, LLC.
6810 South 300 West, Suite 8
Midvale, Utah 84047
Attention: Candace King, cking@rebuild-it.com

PRICING AND PAYMENT TERMS:

We appreciate the opportunity to offer our parts & services. Upon receipt of an order, we assure you of our continued interest and service. RSG will provide the best service possible to ensure we exceed your expectations.

This proposal, including all terms and conditions contained herein, shall become part of any resulting contract or purchase order. Changes to any terms and conditions, including but not limited to submittal and shipment days, payment terms, and escalation clause shall be negotiated at order placement, otherwise the proposal terms and conditions contained herein shall apply.

Terms: If not outline otherwise in the proposal, terms for the parts and/or equipment are 100% due after shipment or service is completed. Net 30 days from shipment or after service is completed. The prices are good for 60 days.

Sales Tax: No sales taxes, use taxes, or duties have been included in our pricing. Unless you live in Utah, we are not registered to collect sales tax in your state. If you are not tax exempt, please remit taxes directly to the governing authorities.

Freight: Prices quoted are F.O.B. shipping point with freight prepaid and added to a readily accessible location nearest to jobsite, unless otherwise indicated. All claims for damage or loss in shipment shall be initiated by purchaser.

Shipment: Estimated shipment time is (see above) after purchase order is received in our office.

Field Service: Prices do not include field service unless noted in the rebuild scope of work description. Additional field service is available at \$900.00 per day plus expenses.

OEM Parts: As applicable RSG will supply OEM factory parts furnished by FLSmidth USA, Inc. FLSmidth owns EIMCO® and Dorr-Oliver™ registered trademarks.

P R O P O S A L

WARRANTY & TERMS AND CONDITIONS:

Parts and/or Equipment manufactured or rebuilt and sold by Rebuild-it Services Group, once paid for in full, is backed by the following warranty:

For the benefit of the original user, RSG warrants all new parts and equipment sold or rebuilt RSG, LLC. to be free from defects in material and workmanship, and will replace or repair, F.O.B. its factories or other location designated by it, any part or parts returned to it which RSG's examination shall show to have failed under normal use and service by the original user within one (1) year following initial start-up, or one (1) year and six (6) months from shipment to the purchaser, whichever occurs first.

Such repair or replacement shall be free of charge for all items except for those items such as resin, filter media and the like that are consumable and normally replaced during maintenance, with respect to which, repair or replacement shall be subject to a pro-rata charge based upon RSG's estimate of the percentage of normal service life realized from the part. RSG's obligation under this warranty is conditioned upon its receiving prompt notice of claimed defects, which shall in no event be later than thirty (30) days following expiration of the warranty period, and is limited to repair or replacement as aforesaid.

This warranty is expressly made by RSG and accepted by purchaser in lieu of all other warranties, including warranties of merchantability and fitness for particular purpose, whether written, oral, express, implied, or statutory. RSG shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete inoperability of its equipment for any reason whatsoever.

This warranty shall not apply to equipment or parts thereof which have been altered or repaired outside of a RSG factory, or damaged by improper installation, application, or maintenance, or subjected to misuse, abuse, neglect, accident, or incomplete adherence to all manufacturer's requirements, including, but not limited to, Operations & Maintenance Manual guidelines & procedures.

This warranty applies only to equipment made or sold by Rebuild-it Services Group, LLC (RSG).

RSG makes no warranty with respect to parts, accessories, or components purchased by the customer from others. The warranties which apply to such items are those offered by their respective manufacturers.

CONFIDENTIALITY:

All the information in this quotation is confidential and has been prepared for your use solely in considering services described. Transmission of all or any parts of this information to others or use by you for other purposes is unauthorized without our written consent.

Proposal No. Q122451



TERMS AND CONDITIONS:

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on Rebuild-it Services Group (RSG). The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

1. SPECIFICATIONS: RSG is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings if applicable. The equipment will, however, meet the general intention of the mechanical specifications of these documents.

2. ITEMS INCLUDED: This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as controls, piping, etc., unless specifically listed.

3. PRICE AND DELIVERY: All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. RSG or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying RSG of any damage or shortage within forty-eight hours of receipt, and failure to so notify RSG shall constitute acceptance by Purchaser, relieving RSG of any liability for shipping damages or shortages.

4. PAYMENTS: All invoices are net 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when RSG is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.

5. INSTALLATION SUPERVISION: Prices quoted for equipment do not include installation supervision, unless otherwise noted. RSG recommends and will, upon request, make available, RSG's then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation.

Responsibility for proper operation of equipment, if not installed by RSG or installed in accordance with RSG or original manufacture instructions, and inspected and accepted in writing by RSG or manufacture representing RSG.

RSG will supply the safety devices described in this proposal or shown in RSG's or manufacture represented drawings furnished as part of this order but excepting these, RSG shall not be required to supply or install any safety devices whether required by law or otherwise. The Purchaser hereby agrees to indemnify and hold harmless RSG from any claims or losses arising due to alleged or actual insufficiency or inadequacy of the safety devices offered or supplied hereunder, whether specified by RSG or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.

6. ACCEPTANCE OF PRODUCTS: Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by RSG within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by RSG unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.

7. TAXES: Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.

8. INSURANCE: From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for RSG benefit, adequate insurance including, but not limited to, builders risk insurance on the equipment against any loss of any nature whatsoever.

9. SHIPMENTS: Any shipment of delivery dates recited represent RSG's best estimate but no liability, direct or indirect, is assumed by RSG for failure to ship or deliver on such dates.

RSG shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, RSG may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment.

P R O P O S A L

Proposal No. Q122451



If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from RSG that the equipment is ready for shipment; and thereafter any storage or other charge RSG incurs on account of the equipment shall be for the Purchaser's account.

If delivery is specified at a point other than RSG or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond RSG reasonable control and occurring at a location other than RSG or its supplier's shipping points, RSG assumes no liability in delivery delay. If Purchaser refuses such delivery, RSG may store the equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

10. SURFACE PREPARATION AND PAINTING: If furnished, shop primer paint is intended to serve only as minimal protective finish. RSG will not be responsible for the condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. RSG assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism installation.

11. RETURN OF PRODUCTS: No products may be returned to RSG without RSG's prior written permission. Said permission may be withheld by RSG at its sole discretion.

12. BACK CHARGES: RSG will not approve or accept back charges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of RSG furnished materials unless such back charge has been authorized in advance in writing by a RSG employee and a purchase order, or work requisition signed by RSG.

13. INDEMNIFICATION: Purchaser agrees to indemnify RSG from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.

14. ENTIRE AGREEMENT: This proposal expresses the entire agreement between the parties hereto superseding any prior understandings, and is not subject to modification except by a writing signed by an authorized officer of each party.

15. EXTENDED STORAGE: Extended storage instructions will be part of information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

16. LIABILITY: Professional liability insurance, including but not limited to, errors and omissions insurance, is not included. In any event, liability for errors and omissions shall be limited to the lesser of 25,000USD or the value of the particular piece of equipment (not the value of the entire order) supplied by RSG against which a claim is sought.

17. ARBITRATION NEGOTIATION: Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

ACCEPTED BY PURCHASER

Customer Name: _____

Customer Address: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

P R O P O S A L



Scotia Community Services District

California

Bid Date

October 10, 2019

Furnished by

Adrian Williams

awilliams@westech-inc.com

Represented by

Mark Humberstone

MISCOwater

Pleasanton, California

(925)225-1900

mhumberstone@miscowater.com



WesTech Opportunity Number: 1960568
Thursday, October 10, 2019



Thursday, October 10, 2019

Scotia Community Services District
500 Church Street
Scotia, CA 95565

RE: Scotia Community Services District Request for Quotation – Primary Clarifier No. 1 Rehabilitation and Control Box Replacement Project

WesTech Engineering, Inc. is pleased to provide the enclosed firm price proposal for your consideration and review for the above referenced project.

WesTech offers the following for your consideration:

- **Clarifier Experience.** WesTech Engineering has been in business for over 45 years and has over 3,500 clarifier installations for treating a variety of applications. This broad experience means we offer a robust clarifier which can consistently produce the desired solids concentrations and overflow water quality. All equipment provided will be engineered as a customer unit to ensure ideal fit and operation. No components will be supplied as refurbished or rebuilt units.
- **Ease of System Operation.** WesTech's mechanism is designed to handle the torque requirements specified along with appropriate safety factors including an alarm and motor cutout to ensure safe and reliable operation. WesTech will provide classroom and hands-on training necessary to help operators and maintenance personnel act with confidence in operating the clarifier. WesTech has included only high-quality components that are designed for long-term use to avoid unnecessary maintenance costs.
- **Customer Service and Extraordinary Support.** Every single one of the 500+ WesTech employees shares in the ownership of the company. This employee ownership fosters a customer service focus and we have achieved a customer service rating greater than 97%; one of the highest in our industry. We take pride in our service and stand behind every project.

WesTech looks forward to working closely with Scotia Community Services District as the project progresses and trust this information proves helpful in your evaluation. Please do not hesitate to contact us with any questions or to continue our discussion.

Sincerely yours,



Kevin Cheatham
Applications Engineer
WesTech Engineering, Inc.



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Bid Bond



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
WesTech Engineering, Inc.
3665 South West Temple
Salt Lake City, UT 84115

SURETY:

(Name, legal status and principal place of business)
Fidelity And Deposit Company of Maryland
6550 S Millrock Dr. #300
Salt Lake City, Utah 84121

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)
Scotia Community Services District
400 Church Street
Scotia, CA 95565

BOND AMOUNT: Five Percent (5%) of Amount of Bid

PROJECT:

(Name, location or address, and Project number, if any)
Primary Clarifier No 1 Rehabilitation and Control Box Replacement

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom, and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of October, 2019

Karen Hurdley
(Witness)

WesTech Engineering, Inc.

(Principal)

John A. Gutz President
(Title)

Fidelity And Deposit Company of Maryland

(Surety)

Chris Lund
(Title) Chris Lund, Attorney-in-Fact



CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **DAVID MCVICKER, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Terry BUCKNER, J. Michele BURRASTON, Randy C. EMERY, Chris LUND, Douglas G. BALL, Bradley K. NIELSON, Vickie NELSON, Monica E. NELSON, Dennis M. GROSS and Andrew RENDON**, all of Salt Lake City, Utah, **EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 23rd day of September, A.D. 2016.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: _____

Eric D. Barnes

*Secretary
Eric D. Barnes*

State of Maryland
County of Baltimore

David McVicker

*Vice President
David McVicker*

On this 23rd day of September, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **DAVID MCVICKER, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 8th day of October, 2019.



Gerald F. Haley

Gerald F. Haley, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

Experience and References

Contact List for Clarifiers

22010A Greenway WWTP

One (1) 34 Meter Diameter Clarifier COPC2G
109 Greenside Ave.
London, Ontario, Canada N6J 2X5
Mark Elliott
519-963-1366
melliott@london.ca

20906A Hutchinson

Two (2) 110' Diameter Flat Floor Clarifiers COPC1
3906 South Halstead
Hutchinson, KS 67501
Brent Lundmark
620-694-2685
brentl@hutchgov.com

20908C Orem WRF

One (1) 120' Diameter Clarifier COPC1G
1797 West 1000 South
Orem, UT 84057
Lawrence Burton
801-376-2257
lgburton@orem.org

21595A Valley Creek WWTP

Two (2) 112.33' Diameter COP Clarifiers COPC1
2501 Gaither Station Road
Elizabethtown, KY 42701
Pat Jelinek
270-737-7733
pat.jelinek@elizabethtownky.gov

21168A Medford Regional WRF

One (5) 90' Diameter Clarifier COPC1G
1100 Kirtland Road
Central Point, OR 97502
Ed Sturtevant
541-774-2750
ed.sturtevant@cityofmedford.org

Installation List

Year	Plant Name	City	State	Country	QTY	Size	Description
1999	MT GILEAD	MT. GILEAD	NC	US	2	30' DIA	COP CLARIFIERS COPC1
2001	COPPERHILL WWTP	COPPERHILL	TN	US	1	30' DIA	CLARIFIER CLS25
2001	TAPPAHANNOCK	TAPPAHANNOCK	VA	US	2	30' DIA	CLARIFIERS SUCTION CLS28
2001	TAPPAHANNOCK	TAPPAHANNOCK	VA	US	2	30' DIA	CLARIFIER RETROFITS CLS28
2000	SOUTHSIDE	DALLAS	TX	US	9	30' DIA	COP SLUDGE RINGS COPC1
2001	KONA INTL. AIRPORT WWTP	NORTH KONA	HI	US	1	30' DIA	COP CLARIFIER COPC1
2000	TWISP	TWISP	WA	US	1	30' DIA	COP SLUDGE RING COPC1
2002	FORTUNA	FORTUNA	CA	US	1	30' DIA	CLARIFIER CLC15
2003	BORDEN WWTP	BORDEN	IN	US	2	30' DIA	COP CLARIFIERS COPS4R
2003	PLUM ISLAND	GREENPORT	NY	US	1	30' DIA	CLARIFIER CLS25
2004	SCHREIBER FOODS	LOGAN	UT	US	1	30' DIA	SS CLARIFIER CLS25
2004	DIAL	MONTGOMERY	IL	US	1	30' DIA	CLARIFIER RETROFIT CLS25
2005	McKEE FOODS	STUARTS	VA	US	1	30' DIA	CLARIFIER CLS25
2005	PREMIUM STANDARD FARMS	HOLTON	KS	US	1	30' DIA	CLARIFIER CLS25
2006	RIPLEY WWTP	RIPLEY	OH	US	2	30' DIA	CLARIFIER CLS25R
2007	SUNGGALA WWTP	SINGAPORE		MY	2	30 M DIA	CLARIFIERS CLC15
2006	DALTON	DALTON	OH	US	2	30' DIA	CLARIFIERS CLS25
2007	POND CREEK	BEECH MOUNTAIN	NC	US	1	30' DIA	COP CLARIFIER COPS4
2007	VALERO PTU	CORPUS CHRISTY	TX	US	1	30' DIA	CLARIFIER CLS25F
2007	KFX-EVERGREEN ENERGY	GILLETTE	WY	US	1	30' DIA	CLARIFIER CLS25

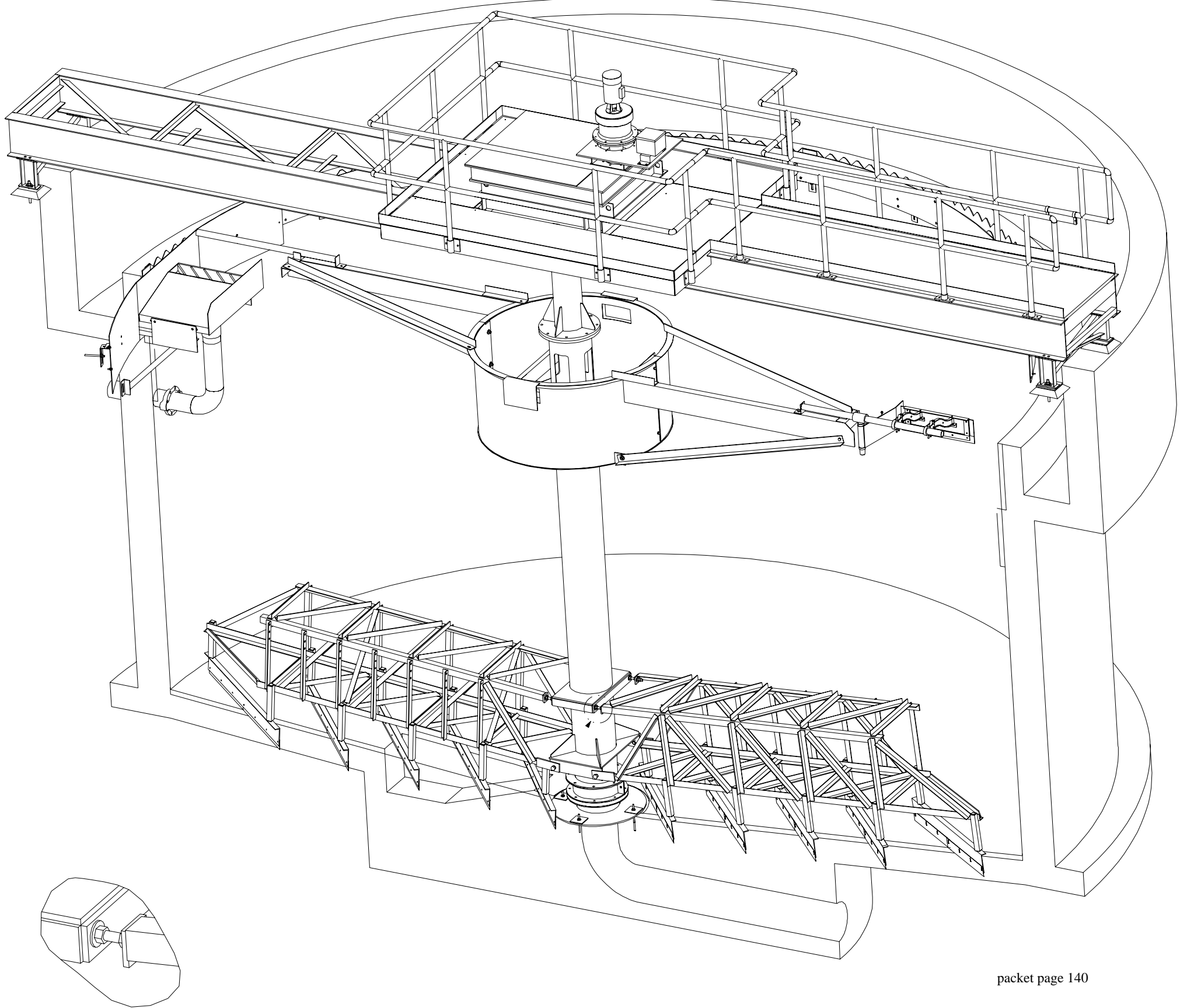
2007	WEST END WPCC	WINNIPEG	MB	CA	1	30 M DIA	CLARIFIER CLC18E
2008	WEST END WPCC	WINNIPEG	MB	CA	2	30 M DIA	CLARIFIERS CLC18E
2008	UNILEVER DAIRY	HENDERSON	NV	US	1	30' DIA	CLARIFIER CLS25
1981	GOODYEAR, AZ	GOODYEAR	AZ	US	2	30 Feet	PERIPHERAL FEED CLARIFIERS CL3
2009	PELICAN RAPIDS	BUFFALO	MN	US	2	30' DIA	CLARIFIERS CLS25E
2009	GREAT LAKES CHEESE COMPANY	ADAMS	NY	US	1	30' DIA	CLARIFIER CLS25T
2009	COMAG BILLERICA, MA	BILLERICA	MA	US	2	30' DIA	CLARIFIERS CLS25
2009	TIKI ISLAND	TIKI ISLAND	TX	US	2	30'	CLARIFIERS CLS25
2010	AVILA BEACH STP	AVILA BEACH	CA	US	1	30'	SECONDARY CLARIFIER CLS25
2010	FORT BEND MUD 124	FORT BEND	TX	US	2	30' DIA	SECONDARY CLARIFIER COPS4R
2010	DUTTON	DUTTON	ON	CA	1	30' DIA	CLARIFIER CLC15
2011	PLEASANT HILL WWTP	PLEASANT HILL	OH	US	2	30' DIA	CLARIFIER COPS4
2011	ELDORADO	ELDORADO	IL	US	2	30' DIA	CLARIFIERS COPS4
2012	CATHLAMET, WA WWTP	CATHLAMET	WA	US	2	30' DIA	SECONDARY CLARIFIER COPC2
2012	BRADFORD WWTP	BRADFORD	OH	US	2	30' DIA	COP CLARIFIERS COPS4
2013	BUFFALO TOWNSHIP WTP	FREEPORT	PA	US	1	30' DIA.	BACKWASH CLARIFIER CLS25
2013	BRIDGEPORT	BRIDGEPORT	WA	US	1	30' DIA	COP CLARIFIER COPS4
2013	PASO LIMON WWTP	ACAPULCO	MX	MX	1	30 METER	PRIMARY COP CLARIFIER COPC2
2014	SPIRO WW SYSTEM IMPROVEMENTS	SPIRO	OK	US	2	30' DIA	CLARIFIERS CLS28
2014	GROVE HILL WWTF	GROVE HILL	AL	US	1	30' DIA	CLARIFIER CLS25

2015	TOLEDO WWTF UPGRADE	TOLEDO	WA	US	2	30' DIA	COP™ Secondary Clarifiers COPC2
2015	MABTON WWTF IMPROVEMENTS	MABTON	WA	US	1	30' DIA	COP CLARIFIER COPC2
2015	AKZONOBEL SPECIALTY CHEMISTRY	MORRIS	IL	US	1	30'	COP™ CLARIFIER COPS1
2020	DUKE ENERGY CLIFFSIDE FGD EP	ASHEVILLE	NC	US	1	30' x 30'	CLARIFIER CLD25
2019	PONTIAC WWTP IMPROVEMENTS	PONTIAC	IL	US	1	30' DIA	CLARIFIER CL
1985	FORTVILLE INDIANA	FORTVILLE	IN	US	1	30' DIA.	CLARIFIER CLD25F
1985	GEORGIA PACIFIC	SKIPPERS	VA	US	1	30' DIA.	CLARIFIER CLS25L
1986	TRACY D.O.D.	TRACY	CA	US	2	30' DIA.	CLARIFIERS CLS25
1989	BRADENTON	BRADENTON	FL	US	1	30' DIA.	CLARIFIER CLS25
1989	RALSTON PURINA	SCHILLER PARK	IL	US	1	30' DIA.	CLARIFIER CLS25
1991	DUPONT	BEAUMONT	TX	US	1	30' DIA.	CLARIFIER CLD25F
1991	LAKE ALFRED, FL	LAKE ALFRED	FL	US	3	30' DIA.	CLARIFIER CLS25
1991	BRESLUBE	EAST CHICAGO	IN	US	1	30' DIA.	CLARIFIER CLS27
1992	COASTSIDE	HALF MOON BAY	CA	US	1	30' X 141'	CLARIFIER CLC15
1992	BOOMTOWN	VERDI	NV	US	1	30' DIA.	COP CLARIFIER COPC2
1992	THOMAS STEEL	WARREN	OH	US	1	30' DIA.	CLARIFIER CLS25
1992	MIDDLETOWN, OH	MIDDLETOWN	OH	US	2	30' DIA.	CLARIFIERS FLOCCULATING CLL15D
1993	ZILLAH	ZILLAH	WA	US	1	30' DIA.	COP CLARIFIER COPC2
1993	BRIDGEPORT	BRIDGEPORT	WA	US	1	30' DIA.	CLARIFIER CLS25
1994	ONEONTA	ONEONTA	NY	US	1	30' DIA.	CLARIFIER (INFL. FEED SKIRT) CLS35
1995	OUACHITA	SWARTZ	LA	US	1	30' DIA.	CLARIFIER CL

1994	SAFETY KLEEN	EAST CHICAGO	IN	US	1	30' DIA.	COP CLARIFIER RETROFIT COPC1
1995	AK STEEL	ASHLAND	KY	US	2	30' DIA.	CLARIFIERS CL
1996	HARTLAND WWTP	HARTLAND	MI	US	1	30' DIA.	CLARIFIER CLS25
1996	PINE HILL	PINE HILL	NY	US	1	30' DIA.	CLARIFIER CLS35
1996	MATAMOROS	MATAMOROS	TX	MX	1	30' DIA.	CLARIFIER CLS25
1996	STEEL DYNAMICS	BUTLER	IN	US	1	30' DIA.	CLARIFIER CLS25
1996	SE REGIONAL WWTF	RICHWOOD	LA	US	1	30' DIA.	COP CLARIFIER COPS4
1997	PILLSBURY	SHELLEY	ID	US	1	30' DIA.	CLARIFIER CLS2
1997	RISING SUN	RISING SUN	IN	US	2	30' DIA	COP CLARIFIERS COPS4

Turnkey Installation List

Year	Location	City	State		Qty	Size	Equipment/Model
1997	South Cary WWTP	Cary	NC	US	2	100' Dia.	Cage Drive Suction Pipe Clarifiers CLC17D
2005	Spokane Advanced WWTP	Spokane	WA	US	5	160' Dia	Cage Drive COP Clarifiers COPC1A
2007	Erie WWTP	Erie	PA	US	4	108' Dia.	Peripheral Feed Suction Header Clarifiers CLC48
2009	Meeker SD WTP	Meeker	CO	US	1	40' Dia.	Shaft Drive Clarifier COPS1
2014	TVA Bull Run Gypsum Bottom Ash	Clinton	TN	US	1	35' Dia.	Thickener THS12
2014	TVA Bull Run Gypsum Bottom Ash	Clinton	TN	US	1	58' Dia.	Thickener THS32
2015	K+S Legacy Project	Saskatoon	SK	CA	1	35 M Dia.	Clarifier CLS25
2015	K+S Legacy Project	Saskatoon	SK	CA	1	30 M Dia.	Thickener TKE11
2015	Mitsubishi Heavy Ind.	Mont Belvieu	TX	US	1	70' Dia.	Solids Contact Clarifier ACS71
2016	Southern FGD - Plant Bowen	Euharlee	GA	US	1	8' Dia.	Thickener THS10
2016	Southern FGD - Plant Bowen	Euharlee	GA	US	1	9' Dia.	Solids Contact Clarifier SCS71
2018	Opequon WRF	Winchester	VA	US	2	80' Dia.	Cage Drive Clarifiers CLC15
2018	Hangtown Creek WRF	Placerville	CA	US	1	2.3 MGD	CleanFlo Spiral Screen FS15XXL
2019	Meridian WWTP	Englewood	CO	US	1	96' Dia.	COP Clarifier COPC2
2019	Duke Energy FGD	Semora	NC	US	2	70' Dia	Clarifier CLD25L



Project Organization and Key Personnel

Introduction

WesTech's procedures and practices are in line with ISO 9001 (see certification below). The following are key personnel that may be involved in this project:

Manufacturer's Representative

Mark Humberstone

MISCOwater

Pleasanton, California

(925)225-1900

mhumberstone@miscowater.com

Manufacturer's Project Manager (Resume Included)*

Jennifer Meikle

WesTech Engineering, Inc.

Salt Lake City, Utah

Manufacturer's Field Service Representative (Resume Included)*

Mark Raines

WesTech Engineering, Inc.

Salt Lake City, Utah

Contractor Wahlund Construction (Resumes Included)*

Bob Crittenden – Project Manager

Gregory Hufford PE – Project Engineer

Josh Rasmussen - Foreman

Summary Resume

Jennifer Meikle

WesTech Engineering, Inc.

Education

University of Utah - Salt Lake City, Utah
Bachelors of Science in Communications, Mass Media – 2002

San Diego State University
Masters of Science in Civil Engineering, Structures – 2009

Experience

2012 - Present WesTech Engineering Inc.

Salt Lake City, Utah

Project Manager

- Communicate all project aspects with contractors.
- Prepare/check/approve calculations in conjunction with other engineers.
- Prepare/check/approve submittals for city projects.
- Oversee/approve purchase orders and invoices.
- Shop inspection of fabricated equipment.
- Inspection of equipment after installation.
- Supervision of initial operation.
- Start-up and certification of equipment.
- Operator training for equipment operation.
- Field problems resolution.

2003-2009 R2H Engineering, Inc.

Salt Lake City, Utah/San Diego, California

Marketing Manager/Proposal Coordinator/Detailer

2009-2010 Bodell Construction

Salt Lake City, Utah

Marketing Manager/Proposal Coordinator

Summary Resume
Mark Raines
WesTech Engineering, Inc.

Field Service Technician: 2012 – Present

WesTech Engineering, Inc.

Salt Lake City, Utah

- Shop inspection of fabricated equipment
- Inspection of equipment after installation
- Assist in resolving field problems relating to engineering and design
- Identification of problem – trouble shooting
- Isolation of cause
- Development of corrective action
- Initiation of preventative maintenance to avert reoccurring problems.

Supervision of Initial Operation

- Check equipment erection procedures and testing
- Ensure proper lubrication and tolerances are met
- Start up and certification of equipment
- Operator training for equipment operation

Partial Equipment List

- Thickeners
- Clarifiers –Solids Contact, Dissolved air flotation, Suction Header, Suction Pipe, Corner Sweeps
- Drive Units – Rake, Turbine, and Lift Drives
- STM Aerotor
- Municipal & Industrial Wastewater Screening Equipment
- Screening Transport Washing & Dewatering Equipment
- Gritt Classifier and other Headworks equipment

Certifications:

- 40-hour OSHA Certification, 29 CFR 1910.120 HAZWOPER
- 30-hour OSHA Certification 29CFR 1926 Construction Training DOL Card
- State of Utah Water Distribution Class IV License
- State of Utah Small Sewer Systems Class 1 License
- Certified Emergency Care Instructor

Stantec Consulting 5+ years

Salt Lake City, Utah

- Resident Engineer/Environmental Monitoring
- Utility design and observation of construction
- Hydrostatic testing
- Disinfection testing
- Bacteriological sampling

Wahlund Construction

Bob Crittenden – Project Manager

Mr. Crittenden has 27 years of heavy civil construction and 10 years of building construction experience. He has a degree in Construction Management from the Fresno State University. He has extensive experience in the field of construction management, supervision, estimating, and has experience in residential, commercial, municipal construction and building demolition. He is an instructor at College of the Redwoods, teaching residential building estimating. He has done extensive underground, earthwork, and public utility related construction

Specific duties and responsibilities include: project management, scheduling, submittals, coordination with owner, engineers and subcontractors, permit compliance.

Gregory Hufford PE – Project Engineer

Mr. Hufford has more than 15 years experience in Civil Construction and Engineering. He specializes in structural and site civil design, and construction inspection/management. He is also a Qualified Storm Water Pollution Prevention (SWPPP) Developer and Practitioner.

Josh Rasmussen – Foreman

Mr. Rasmussen has extensive experience in pipeline, wastewater and earthwork construction. He has been with Wahlund Construction for the past 7 years and has worked on most of Wahlund's large scale construction projects in that timeframe including the Bear River WWTP and numerous mechanical equipment installation projects.

Specific duties and responsibilities include: Foreman for Wahlund Construction crew, equipment operation, above ground piping assembly, equipment installation, coordination with subcontractors, implementation of project plans, specifications, and permit conditions.

SGS

Certificate US95/0255.00

The management system of

WesTech Engineering, Inc.

3665 South West Temple
Salt Lake City, UT 84115, United States

has been assessed and certified as meeting the requirements of

ISO 9001:2015

For the following activities:

**The Design, Supply, Sales, and Service of Water and Waste Water
Treatment and Liquid-Solid Separation Equipment.**

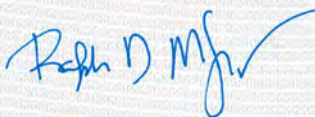
Further clarifications regarding the scope of this certificate and the applicability of
ISO 9001:2015 requirements may be obtained by consulting the organization.

This certificate is valid from 20 October 2017 until 20 October 2020
and remains valid subject to satisfactory surveillance audits.
Recertification audit due a minimum of 60 days before the expiration date.
Issue 11: 20 October 2017. Certified since June 1995.

The audit leading to this certificate commenced on 06/07/2017.
Previous issue certificate validity date was until 20/10/2017.

This is a multi-site certification.
Additional site details are listed on subsequent pages.

Authorized by:



Ralph McLouth
Vice President of Accreditation, North America
SGS North America, Inc.
201 Route 17 North, Rutherford, NJ 07070, USA
t (201) 508-3000 f (201) 935-4555 www.us.sgs.com

This certificate remains the property of SGS and shall be returned upon request

Page 1 of 2



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WesTech Engineering, Inc.

ISO 9001:2015

Issue 11: 20 October 2017



**Detailed Scope (applicable to all sites):
The Design, Supply, Sales, and Service of Water and Waste Water
Treatment and Liquid-Solid Separation Equipment.**

Additional facilities:

1486 Saint Paul Ave, Gurnee, IL 60031, United States

600 Arrasmith Trail, Ames, IA 50010, United States

3625 South West Temple, Salt Lake City, UT 84115, United States



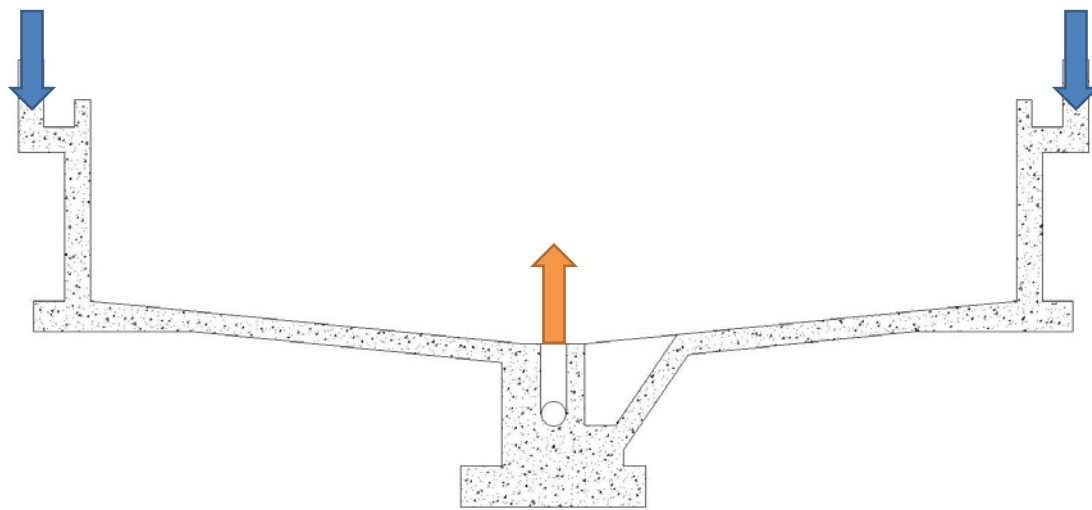
This document is issued by the Company subject to its General Conditions of Certification Services accessible at www.sgs.com/terms_and_conditions.htm. Attention is drawn to the limitations of liability, indemnification and jurisdictional issues established therein. The authenticity of this document may be verified at <http://www.sgs.com/en/certified-clients-and-products/certified-client-directory>. Any unauthorized alteration, forgery or falsification of the content or appearance of this document is unlawful and offenders may be prosecuted to the fullest extent of the law.

Project Understanding

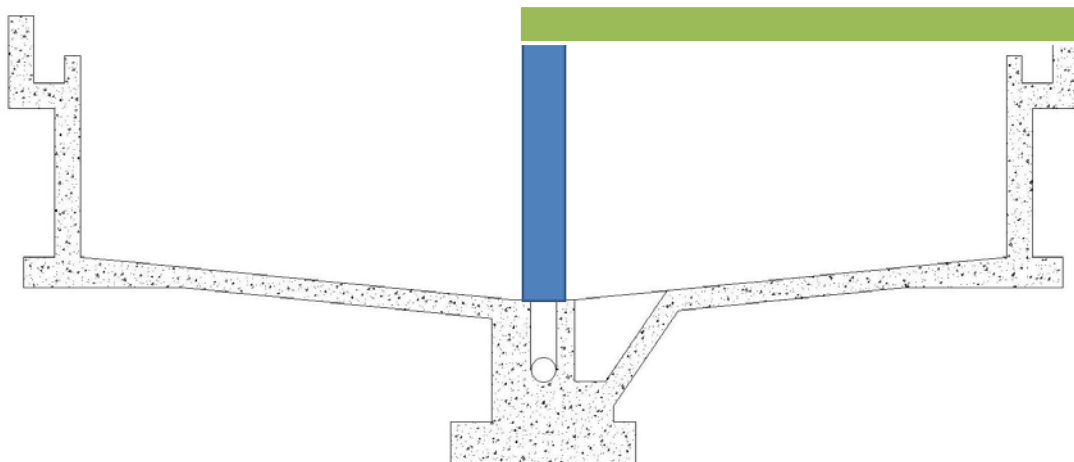
Unique Design of Existing Mechanism

The existing design has the unique combination of the following characteristics:

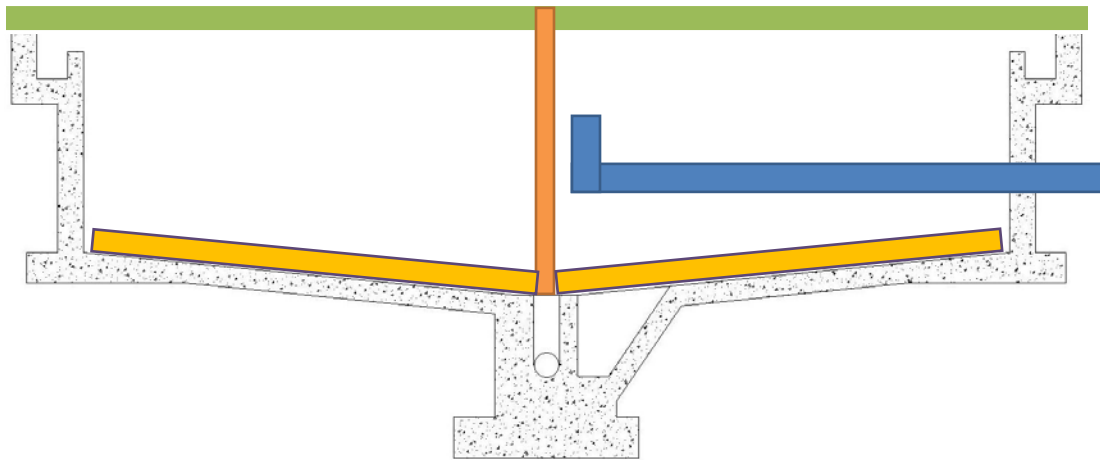
- Influent enters the clarifier through the floor in the center of the tank (orange arrow)
- The mechanism is supported from the clarifier bridge which is supported on the tank walls (blue arrows)



Typical clarifier designs that are center fed as shown above use a stationary center column (blue rectangle) that also acts as the support for the mechanism. As a result, the floor of the clarifier rather than the walls bear the load of the mechanism, and only a half span bridge is required (green rectangle).



Typical clarifiers that are bridge supported use a side-feed influent pipe (blue pipe) that goes through the side of the clarifier wall to the center of the clarifier. The rake arms (yellow) are supported from the drive shaft (orange) supported from the bridge (green).



The existing design is a hybrid of the two standard designs utilizing the bridge to support the mechanism and using a rotating center column/drive shaft combo to direct the influent and turn the rake arms.

Determining the Best Approach for the Replacement Mechanism

There were three approaches WesTech considered for the replacement mechanism:

1. Convert the existing clarifier to the more traditional column supported, center feed mechanism
2. Convert the existing clarifier to the more traditional bridge supported, side feed mechanism
3. Replace in-kind

Each of the options are discussed below.

Column Supported, Center Feed

The main challenge and ultimately the reason why we didn't choose this option is the relocation of the load bearing points from the tank walls to the tank floor. The concrete at the center of the tank floor likely wasn't designed to accommodate the load, and there is very little room between where we would locate the center column anchor bolts and the edge of the sludge hopper. We know the tank walls are designed to support the load as that is how the existing mechanisms are supported.

Bridge Supported, Side Feed

The challenge with this method is in rerouting the influent. The center influent line would have to be abandoned and filled in at the center of the tank floor. Then, you would have to dig down and connect onto the existing influent line outside the tank and reroute it to go through the side of the tank wall. We determined that this approach wouldn't be cost effective.

Replace In-Kind

We elected to replace the clarifier mechanism using the same design as the existing. Although the design isn't standard, WesTech has installed a number of clarifiers and thickeners utilizing this design. We evaluated this approach as the most cost effective that would best utilize the existing tank conditions.

Conclusion

WesTech has a firm understanding of the existing equipment and tank conditions and has chosen to utilize the existing mechanism design to replace-in-kind. This approach is the most cost effective and the safest for the existing concrete structure.

Proposed Scope of Work

Item A – One (1) 30' Diameter Clarifier Mechanism Model CLS15

General Scope of Supply

Item	Unit	Value/Description
Number of Mechanisms	Each	1
Application	-	Wastewater Primary
Tank Diameter	ft	30
Tank Side Water Depth	ft	6.5
Tank Bottom Slope	-	1:12

Detailed Scope of Supply

Item	Unit	Qty	Size/Description	Material
Full Diameter Bridge with Half Span Walkway	each	1	Beam Type	Steel
Walkway Handrail	-	-	2 Rail Component	Aluminum
Walkway Flooring	-	-	1-1/4" Grating	Aluminum
Platform Handrail	-	-	2 Rail Component	Aluminum
Platform Flooring	-	-	1/4" Checker Plate	Aluminum
Center Influent Shaft Diameter	in	1	16 With influent bearing	Steel
Feedwell Diameter	ft	1	6	Steel
Feedwell Total Height	ft	-	3	
Feedwell Supports	-	-	Supported from the Shaft	Steel
Full Radius Rake Arms	-	2	Box truss w/ segmented scrapers	Steel
Squeegees	-	-	Bolted to scraper blades	304 SS
Scum Skimmer	each	2	Std. hinged skimmer assembly	-
Scum Box	each	1	3' Standard scum box	Steel
Scum Flushing Valve	each	1	Skimmer actuated	Polymer/SS
9" Effluent Weir	-	-	V-notch, 1/4" thick	FRP
12" Scum Baffle	-	-	1/4" thick with FRP supports	FRP
Anchor Bolts & Fasteners	-	-	-	304 SS

Drive Unit		
Description	Unit	Value/Description
Drive Type	S25	Cage w/ Precision Bearing
Housing Material	-	Steel
Continuous Rated Torque	ft·lbs	6,000
Momentary Peak Torque	ft·lbs	12,000
Rake Tip Speed	ft/min	11.8
Motor Size	HP	1
Motor Speed/Voltage/Frequency/Phase	RPM / V / Hz / Phase	1800 / 460 / 60 / 3
Torque Control Settings	Alarm: ft·lbs	100%: 6,000
	Motor Cutout: ft·lbs	120%: 7,200
Main Gear and Pinion Lubrication	-	Oil
Main Bearing and Reducer Lubrication	-	Grease

Surface Preparation and Coating		
Coating Area	Surface Preparation	Coating
Submerged	SSPC-SP-10 Blast	One (1) coat Tnemec N140-1255 Epoxy, 4-6 mils DFT, and one (1) coat Tnemec 140-B5712 Epoxy, 4-6 mils DFT
Non-Submerged	SSPC-SP-6 Blast	One (1) coat Tnemec N140-1255 Epoxy, 4-6 mils DFT, and one (1) coat Tnemec 140-Color B5712 Epoxy, 4-6 mils DFT
Drive Unit	SSPC-SP6	One (1) coat Tnemec N140F-1255 Epoxy, 3-9 mils DFT, and one (1) coat Tnemec 1074U-B5712 Polyurethane, 2-5 mils DFT

On-site Services	
Item	Quantity
Total Number of Trips	2
Total Number of Days	2

For inspection, observation of torque testing, startup, and instruction of plant personnel. Additional on-site services may be purchased at standard WesTech daily rates plus travel and living expenses.

Items Not Included in WesTech's Base Scope of Supply

- Electrical Controls & Wiring
- Piping, Valves, or Fittings
- Lubricants
- Unloading or Storage
- Erection or Assembly
- Concrete

This proposal has been reviewed and is approved for issue by Kevin Cheatham on October 8, 2019.

Item B – Installation the Clarifier Unit

Installation

- WesTech to install all items listed above section A
- No hazardous abatement
- Fees, permits and special inspections by others
- No paint included
- Electrical disconnect and reconnect included and re-using existing conduits
- Tanks to be non-permitted confined space and non-working hole attendant is not needed
- No floor grout removal or installation
- Existing starters and disconnects can be re-used.

Special Requirements

- Dehumidification equipment allowances are not included nor anticipated.
- Special considerations for breathing apparatus, air quality monitoring, vacuum evacuation of weld fumes, and fans have not been included.
- Special paint testing (spark, holiday) is not included.
- WesTech assumes that crane access will be 10 feet or closer to the tank wall.

Labor

1. Price is based on open shop labor practices and rates.
2. Price is based on free and easy access to and around tank foundations and tank shell for no less than 12 hours during the daytime for 7 days per week. Although pricing may not include working during all the access time, we require access during these times to maintain schedule due to events that cannot be foreseen.
3. Price is based on one (1) move-in to the jobsite with clear and continuous access to and from the jobsite. If another move-in is required due to purchaser's delays or if foundations are not complete and stand-by time is required, the costs incurred by WesTech shall be to the purchaser's account and completion date will be delayed, without penalty to WesTech, by the number of days until WesTech crews remobilize on site.
4. Price does not include personnel or equipment (blankets, tenting, hose, etc.) assigned exclusively for safety and/or fire watch/protection and/or security and/or quality/inspection unless specifically noted above. OSHA does not require a hole watch and we have assumed the tank is a non-permit-required confined space which does not require a hole watch.
5. We assume the construction parking lot to be close enough to the work site that bussing is not required. If bussing is required, all associated costs shall be for the purchaser's account.
6. If field delays are caused due to non-WesTech errors, standard T&M rates apply to the delay.

General Conditions

1. Arbitration -Any controversy or claim arising out of or relating to this proposal or breach thereof, shall be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction.
2. A normal outside work site free of overhead obstructions with reasonably clear access around tanks for crane and equipment is required. Site must be drained and adequately maintained by purchaser. Should conditions at site dictate other than a normal site with reasonably clear access, our price will be adjusted accordingly.
3. All necessary materials for the installation that are to be furnished by others but installed by WesTech shall be unloaded within fifty (50) feet of the applicable area of installation. Any materials received during our erection schedule and installed by WesTech will be unloaded by WesTech.
4. All electrical power for small tools and welding machines (460 v, 3 ph, 200 amps and 110v, 1 ph, 100 amps) along with connection and disconnection to be furnished by others at no cost to WesTech.
5. Work points, center lines, elevations, etc. to be provided by others prior to start of work.
6. WesTech does not take responsibility for damage to concrete floors, roadways, paved surfaces, or landscaping which may occur during normal erection work.
7. WesTech shall not be liable for incidental or consequential damages for any reason whatsoever.
8. No welding is permitted below the minimum metal preheat temperature per API code. WesTech has not included for preheating of the base metal for cold weather conditions nor associated weather delays.
9. WesTech standard inspections apply. Third party inspection and weld maps are not included unless specifically stated in this document.

Taxes, Codes, and Permits

1. Although it is our intent to comply with all state and local laws, ordinances, codes, and regulations, due to the large marketing area we service, it is not feasible for us to attempt to research all these requirements. We are not aware of any special state or local codes that would require changes in this proposal design, however, the associated costs would be for the purchaser's account.
2. Federal, state, and local permits to be by others at no cost to WesTech.
3. Unless otherwise stated in this proposal, all sales and/or use taxes are excluded from this proposal.

Responsibilities of the Purchaser:

The following items are listed to clearly define the responsibilities of the Purchaser/General Contractor (P/GC) and are not the responsibilities of WesTech Engineering, Inc.

1. Special construction procedures or devices may be required to protect WesTech's employees from the work of others or to protect employees of others from the work of WesTech, to comply with applicable safety and health laws. The cost of providing such special construction procedures or devices will be borne by the P/GC.

2. Provide a clear, well-drained, and open space adjacent to the proposed tank location adequate for receiving and storing materials and construction equipment. If dewatering and/or stabilizing materials are required, they are the sole responsibility of the P/GC.
3. Provide and maintain an unobstructed roadway to, and access around the construction site and foundation of the tank, suitable for heavy trucks and construction equipment. If dewatering and/or stabilizing materials are required, they are the sole responsibility of the P/GC.
4. Provide access to facilities for emergency medical assistance in the event of a job accident.
5. Provide all lubricants.
6. Before construction is started and without cost to WesTech, the P/GC shall remove or make safe any conditions at the construction site which present a safety hazard to workmen or equipment including, but not limited to electric or telephone wires, pipe lines, flames, smoke, flammable gases, fumes, steam, poison, noxious chemicals, and hazards from other contractors working above or below the construction work. The P/GC shall have the sole responsibility for replacement and protection of all underground piping and facilities.
7. The PURCHASER shall be responsible for responsibilities outlined for the controlling entity within OSHA 29 CFR 1926.1400 (Cranes and Derricks). WesTech acknowledges the revised OSHA Crane and Derrick Standards but does not consider itself the controlling entity as defined in Section 1926.1401.
8. PURCHASER is to provide a dedicated spotter that is in contact with our crane operator if there are power lines within our crane's operating radius per OSHA 29 CFR 1926.1408. WesTech can provide the dedicated spotter at an additional cost if the owner does not provide one. As a safety precaution, WesTech's construction forces do not operate hoisting equipment or install rigging within 15 feet of live electric power lines of 220 volts or greater.

All the terms and conditions of this proposal become an integral part of a resultant order.

Proposed Fee

Proposal Name: Scotia Community Services District

Proposal Number: 1960568

Thursday, October 10, 2019

1. Bidder's Contact Information

Company Name	WesTech Engineering, Inc.
Contact Name	Adrian Williams
Phone	801.265.1000
Email	awilliams@westech-inc.com
Address: Number/Street	3665 S West Temple
Address: City, State, Zip	Salt Lake City, UT 84115

2. Pricing

Currency US Dollars

Scope of Supply

A	(1) 30' Diameter Clarifier Mechanism Model CLS15	\$249,005
B	Installation the Clarifier Unit	Included in Clarifier Price
	Taxes (sales, use, VAT, IVA, IGV, duties, import fees, etc.)	Not Included

Prices are for a period not to exceed 30 days from date of proposal.

Field Service

Daily Rate	\$1,200
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Prices do not include field service unless noted, but it is available at the daily rate plus expenses. The customer will be charged for a minimum of three days for time at the jobsite. Travel will be billed at the daily rate. Any canceled charges due to the customer's request will be added to the invoice. The greater of visa procurement time or a two week notice is required prior to trip departure date.

3. Payment Terms

Submittals Approved	15%
Release for Fabrication	35%
Net 30 days from Shipment	50%

All payments are net 30 days. Partial shipments are allowed. Other terms per WesTech proforma invoice.

4. Schedule

Submittals, after PO receipt	6 to 8 Weeks
Customer Review Period	2 weeks
Ready to Ship, after Submittal Approval	18 to 20 weeks
Total Weeks from PO to Shipment	26 to 30 weeks

Terms & Conditions: This proposal, including all terms and conditions contained herein, shall become part of any resulting contract or purchase order. Changes to any terms and conditions, including but not limited to submittal and shipment days, payment terms, and escalation clause shall be negotiated at order placement, otherwise the proposal terms and conditions contained herein shall apply.

Freight: Prices quoted are **F.O.B. shipping point** with freight allowed to a readily accessible location nearest to jobsite. All claims for damage or loss in shipment shall be initiated by purchaser.

Paint: If your equipment has paint included in the price, please take note to the following. Primer paints are designed to provide only a minimal protection from the time of application (usually for a period not to exceed 30 days). Therefore, it is imperative that the finish coat be applied within 30 days of shipment on all shop primed surfaces. Without the protection of the final coatings, primer degradation may occur after this period, which in turn may require renewed surface preparation and coating. If it is impractical or impossible to coat primed surfaces within the suggested time frame, WesTech strongly recommends the supply of bare metal, with surface preparation and coating performed in the field. All field surface preparation, field paint, touch-up, and repair to shop painted surfaces are not by WesTech.

One-Year Clarifier Warranty

WesTech equipment is backed by WesTech's reputation as a quality manufacturer, and by many years of experience in the design of reliable equipment.

Equipment manufactured or sold by WesTech Engineering, Inc., once paid for in full, is backed by the following warranty:

For the benefit of the original user, WesTech warrants all new equipment manufactured by WesTech Engineering, Inc. to be free from defects in material and workmanship, and will replace or repair, F.O.B. its factories or other location designated by it, any part or parts returned to it which WesTech's examination shall show to have failed under normal use and service by the original user within one (1) year following initial start-up, or eighteen (18) months from shipment to the purchaser, whichever occurs first.

Such repair or replacement shall be free of charge for all items except for those items such as resin, filter media and the like that are consumable and normally replaced during maintenance, with respect to which, repair or replacement shall be subject to a pro-rata charge based upon WesTech's estimate of the percentage of normal service life realized from the part. WesTech's obligation under this warranty is conditioned upon its receiving prompt notice of claimed defects, which shall in no event be later than thirty (30) days following expiration of the warranty period, and is limited to repair or replacement as aforesaid.

This warranty is expressly made by WesTech and accepted by purchaser in lieu of all other warranties, including warranties of merchantability and fitness for particular purpose, whether written, oral, express, implied, or statutory. WesTech neither assumes nor authorizes any other person to assume for it any other liability with respect to its equipment. WesTech shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete inoperability of its equipment for any reason whatsoever.

This warranty shall not apply to equipment or parts thereof which have been altered or repaired outside of a WesTech factory, or damaged by improper installation, application, or maintenance, or subjected to misuse, abuse, neglect, accident, or incomplete adherence to all manufacturer's requirements, including, but not limited to, Operations & Maintenance Manual guidelines & procedures.

This warranty applies only to equipment made or sold by WesTech Engineering, Inc.

WesTech Engineering, Inc. makes no warranty with respect to parts, accessories, or components purchased by the customer from others. The warranties which apply to such items are those offered by their respective manufacturers.

Five-Year Drive Warranty

WesTech equipment is backed by WesTech's reputation as a quality manufacturer, and by many years of experience in design of reliable equipment.

Equipment manufactured and sold by WesTech Engineering, Inc., once paid for in full, is backed by the following warranty:

For the benefit of the original user, WesTech warrants all new equipment manufactured by WesTech Engineering, Inc. to be free from defects in material and workmanship; and will replace or repair, F.O.B. at its factories or other location designated by it, any part or parts returned to it which WesTech's examination shall show to have failed under normal use and service by the original user within five (5) years from shipment to the purchaser. Such repair or replacement shall be free of charge for all items except for those items, such as resin, filter media and the like that are consumable and normally replaced during maintenance with respect to which repair or replacement shall be subject to pro-rata charge based upon WesTech's estimate of the percentage of normal service life realized from the part. WesTech's obligation under this warranty is conditioned upon its receiving prompt notice of claimed defects, which shall in no event be later than thirty (30) days following expiration of the warranty period; and is limited to repair or replacement as aforesaid.

This warranty is expressly made by WesTech and accepted by purchaser in lieu of all other warranties, including warranties of merchantability and fitness for particular purpose, whether written, oral, express, implied, or statutory. WesTech neither assumes nor authorizes any other person to assume for it any other liability with respect to its equipment. WesTech shall not be liable for normal wear and tear, nor for any contingent, incidental, or consequential damage or expense due to partial or complete inoperability of its equipment for any reason whatsoever.

This warranty shall not apply to equipment or parts thereof which have been altered or repaired outside of a WesTech factory, or damaged by improper installation, application, or maintenance, or subjected to misuse, abuse, neglect, accident, or incomplete adherence to all manufacturer's requirements, including, but not limited to, Operations & Maintenance Manual guidelines & procedures.

This warranty applies only to equipment made or sold by WesTech Engineering, Inc.

WesTech Engineering, Inc. makes no warranty with respect to parts, accessories, or components manufactured by others. The warranty which applies to such items is that offered by their respective manufacturers.

Insurance Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/5/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Buckner Company 6550 South Millrock Dr. Suite #300 Salt Lake City UT 84121-	CONTACT NAME: Saundra Daigle PHONE (A/C. No. Ext): 801-937-6767 E-MAIL ADDRESS: saundra@buckner.com FAX (A/C. No): 801-385-0808
INSURED WesTech Engineering, Inc. 3665 S West Temple Salt Lake City UT 84115	INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: Travelers Property Casualty Company of America INSURER C: Travelers Casualty Insurance Company of America INSURER D: Steadfast Insurance Company INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1990239447**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	GLO9809319 EOC0779152	3/1/2019 1/21/2019	3/1/2020 3/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Professional/Pollut. \$ 10,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp \$250 <input checked="" type="checkbox"/> Collis \$500	Y	Y	BAP9809320	3/1/2019	3/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	ZUP10T51883	3/1/2019	3/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	Y N/A	WC980931804	3/1/2019	3/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Property of Others Leased/Rented Equipment Installation Floater			QT6303E973782	3/1/2019	3/1/2020	\$1,000,000 \$500,000 \$1,000,000 \$5,000 Ded. \$1,000 Ded. \$1,000 Ded.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

For Information Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Scotia Community Services District

Staff Report

DATE: October 17, 2019
TO: Scotia Community Services District Board of Directors
FROM: Leslie Marshall, General Manager
SUBJECT: Consider Approving a Winema Theater Roof Replacement Proposal

RECOMMENDATION:

The Administrative staff recommends that the SCSD Board consider approving a Winema Theater Roof Replacement Proposal.

ACTION:

Review and discuss the three (3) roofing proposals, approve one (1) roofing company proposal and direct the Board President to sign the approved proposal.

DISCUSSION:

The Winema Theater Roof has been leaking (in several locations) over the past few winters. The Board approved the fiscal year 2019/20 budget, which included a replacement roof for the Winema Theater.

Staff requested proposals from three (3) licensed local roofing firms. The firms are Alves INC., McMurray & Sons, INC., and Sanders Roofing INC. All three (3) firms provided costs for removing the old roofing and installing new 40 year, algae resistant, laminated, class A fire rated, composition shingles.

The cost proposals from McMurray & Sons and Sanders Roofing include all necessary permits, required by Humboldt County, Alves INC. did *not* include permits. Sanders roofing costs include *all new* plumbing and vent flashings, drip edge metal at perimeter, hot dip galvanized nails, and *enameled* metal roof to wall flashing. Alves INC. and McMurray & Sons roofing costs include *reusing all (new replacements would be an additional cost)* plumbing and vent flashings, painted drip edge metal at perimeter, and metal roof to wall flashing. Additionally, Sanders roofing costs include *30lb* felt underlayment. Alves INC and McMurray & Sons roofing costs include *15lb* felt underlayment.

William Rich and Associates (Bill Rich) have contacted (as requested by SCSD administrative staff) Steve Lazar at the Humboldt County Building Department, to discuss the potential use of composition shingles for *most* of the roof replacement material. Based on the discussion, it is likely that the County will approve composition shingles for most of the roof and require wood shakes *only* on the flat front portico portion of the roof. Mr. Lazar also indicated that the roofing project will not have to be presented to the Design Review Commission or the Board of Supervisors for approval.

FISCAL IMPACT:

\$81,057.00 to *\$167,940.00*

ATTACHMENTS:

Three (3) Roof Replacement Proposals: Alves INC., McMurray & Sons, INC., and Sanders Roofing INC



ALVES INC.

A, B, C39, & C61/D24 Contractor
4200 West End Road
Arcata, CA 95521
(707) 825-4725 *Fax (707) 825-4727
www.thinkalvesinc.com *Lic. #739085

PROPOSAL

PAGE 1 of 1

TO:

Scotia Community Services District
Attn: Steve Tyler
PO Box 104
Scotia, CA. 95565

CONTACT PHONE 707-764-3030	DATE 8/1/2019
JOB NAME & LOCATION Scotia Theatre inforscotiacsd@gmail.com	
JOB NUMBER R-707-2019	JOB PHONE

We hereby submit specifications and estimates for the following: (may be continued on subsequent pages, see page numbering above)

Complete Structure:

- Remove and recycle/dispose of existing layer of roof coverings.
- Install OSB sheathing to pitched areas only.
- Install approx. 98 Lineal feet of ridge vent and 5 rv attic vents.
- Install PVC roofing membrane on Flat Balcony.
- Install 15# synthetic felt.
- Install Malarkey Highlander/Vista Algae Resistant dimensional Shingles* \$64,221.00
- [] Malarkey Legacy Algae Resistant Shingles* Add: \$ 6,040.00
- [] Malarkey Windsor Algae Resistant Shingles* Add: \$14,420.00
- [] Install plywood instead of OSB. Add: \$ 2,416.00

NOTE: Any additional roof related work necessary for installation of the new roofing system will be performed at \$85 per man per hour + materials.

10 Year Workmanship Guarantee.*Manufacturers Warranty on Materials.

Permit, standard roof jacks, painted perimeter metal, skylight flashing and chimney flashing as needed.
Complete cleanup of all roofing materials and related debris. No carpentry or painting unless noted above.

Owner agrees to all stipulations of "Notice to Owner" (on reverse) and the enclosed Information Sheet.

We Propose hereby to furnish material and labor complete in accordance with the above specifications, for the sum of:

dollars (\$ _____)

Payment to be made as follows:

10% down payment (\$1000 Maximum) Materials payment 30 days before start and remainder due upon completion.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature _____

Note: This proposal may be withdrawn by us if not accepted within **65** days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Signature: _____

Date of Acceptance: _____

Customer Information Sheet – Roofing Division

Customer agrees to the following information:

1. Time is of the essence. If Alves Inc.'s offer is not accepted within 10 days of this contract, we reserve the right to amend/update prices. The total amount of this contract is due and payable within 10 days of completion of the work listed unless otherwise specified. Any work performed against an existing title escrow will be the financial responsibility of the party ordering the inspection or work in the event of a canceled title escrow.
2. When tearing off the existing roof coverings and/or removing skylights, dust, dirt, and debris will sift down. We will do our best to minimize, however, it is impossible to stop. Owner should take precautions also. For example, tarp over boxes in attic, cover valuables, etc.
3. Customer agrees to hold Alves Inc. harmless for any damage that may occur to plant life, trees, vines, or pets.
4. Alves Inc. will try to match any existing color we are authorized to repair or replace. We will, however, not be responsible if we are unable to match.
5. Due to varying backlog of our workload, please allow ample notice for the work to be performed.
6. Any additional damage found while work is being performed will be completed at time and material cost as noted on contract.
7. Alves Inc. will proceed to complete this work in a workmanlike manner. However, we will not be responsible for delays beyond our control.
8. ***All jobs are due and payable within 10 days of completion.*** In case of non-payment by owner, reasonable attorney's fees and costs of collection shall be paid by the owner, whether suit is filed or not. A service charge of 2% (24% per annum), per month will be charged on all past due balances. In addition, a mechanic's lien will be placed on all accounts not paid in full within 30 days of completion. ***If a mechanic's lien is filed, owner agrees to pay a filing/processing fee of \$200.***
9. **It is the responsibility of the owner to inform tenants of the information contained on this sheet.**
10. Exhaust vents work better in accordance with soffit vents. It is the homeowner's responsibility if you choose to add soffit vents as needed.
11. Manufacturer warranties require specific nail lengths when installing shingles. This may cause nails to penetrate sheathing. Open beam ceilings and eaves are the most common occurrence for nail penetration. Alves Inc. will not be held responsible for aesthetic repairs if this occurs.
12. **WARNING:** Some hot tar roofing products contain detectable amounts of chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm.
13. Per Building Code Section R314, owner is responsible for equipping dwelling with smoke alarms.
14. Per Building Code Section R315, owner is responsible for providing a carbon monoxide alarm for all dwellings that have attached garages and/or fuel-burning appliances.
15. City of Eureka, City of Arcata, and County of Humboldt require inspection of carbon monoxide and smoke alarms with all permits issued. The inspector will need access to the interior of the residence, therefore, the owner must schedule this inspection. The owner will be provided information on the final invoice on scheduling this inspection. The owner is responsible for ensuring the permit is finalized.

NOTICE TO OWNER

"Under the California Mechanic's Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity who helps to improve your property, but is not paid for his work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment.

This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if contractor's subcontractors, laborers, or suppliers remain unpaid.

To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a "Preliminary Notice." Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanics' lien with the county recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics' lien against your property is 90 days after substantial completion of your project."

"State law requires anyone who contracts to do construction work to be licensed by the Contractors State License Board in the license category in which the contractor is going to be working if the total of the job is \$500 or more (including labor and materials).

"Licensed contractors are regulated by laws designed to protect the public. If you contract with someone who does not have a license, the Contractors State License Board may be unable to assist you with a complaint. Your only remedy against an unlicensed contractor may be in civil court, and you may be liable for damages arising out of any injuries to the contractor or his or her employees.

"You may contact the Contractors State License Board to find out if this contractor has a valid license. the Board has complete information on the history of the licensed contractors, including any possible suspensions, revocations, judgments, and citations. The Board has offices throughout California. Please check the Government Pages of the white pages for the office nearest you or call 1-800-321-CSLB for more information."

"Contractors are required by law to be licensed by the Contractors State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning the contractor may be referred to the Registrar, Contractors State License Board, Post Office Box 26000, Sacramento, California 95826.

Sign & Return

P O. Box 1111
Eureka, CA 95502
707 443-3088 Fax#: 707 445-5790

PROPOSAL

CONTRACTOR'S LICENSE NUMBER
California #249538 Oregon #75780

ESTIMATE #: 150495-001 DATE: 8/30/19

NAME: SCOTIA COM. SERVICES DIST
ATTN: STEVE TYLER
P.O. BOX 104
SCOTIA, CA. 95565
PHONE: 707 506-3030 707 822-8661

JOB LOCATION: WINEMA THEATRE
SCOTIA

AREA OF WORK: ENTIRE EXCLUDING 6 LOWER DOORWAY
EYEBROWS

SCOPE OF WORK:

Workmanship Guarantee: 10 Years, 00 Months

OBTAIN ALL NECESSARY PERMITS.

REMOVE AND DISPOSE OF ONE LAYER OF EXISTING ROOFING DOWN TO SHEATHING.

INSTALL 1/2" PLYWOOD TO PROVIDE A NAILING BASE.

INSTALL ONE LAYER OF 15 LB. FELT UNDERLAYMENT. (IKO OPTION ONLY)

INSTALL ONE LAYER OF TIGER PAW UNDERLAYMENT. (GAF OPTIONS ONLY)

INSTALL ICE AND WATER SHIELD UNDERLAYMENT AT VALLEYS, EAVES, AND
PENETRATIONS. (GOLD PLEDGE ONLY)

INSTALL NEW PAINTED PIPE FLASHINGS AND EDGE METAL (BROWN).

INSTALL ALL RIDGE AND SOFFIT VENTING ACCORDING TO CODE.

INSTALL COUNTERFLASHING AT CHIMNEY & SKYLIGHT. REUSE ALL ROOF-TO-WALL
FLASHINGS. (REPLACEMENT WILL BE EXTRA CHARGE).

INSTALL MODIFIED BITUMEN ROOFING WHERE NECESSARY ON FLAT AREAS, ETC.
(RAILINGS WILL NEED REMOVED & REPLACED BY OTHERS)

INSTALL MODIFIED BITUMEN TO INTERGRATED GUTTERS. (NOT RESPONSIBLE IF
GUTTERS FALL APART DURING TEAROFF, ANY CARPENTRY WILL BE EXTRA)

COMPOSITION SHINGLES

INSTALL LIFETIME CLASS "A" LAMINATED COMPOSITION GAF TIMBERLINE HD
SHINGLES. AGLAE RESISTANT. 110 MPH WIND WARRANTY. GOLD PLEDGE

167,940.00

***** INFORMATION CONTINUED ON NEXT PAGE *****

Acceptance of Proposal

BY SIGNING BELOW, I REALIZE I AM NOT ENTERING INTO A LEGAL AND BINDING CONTRACT FOR THE WORK SPECIFIED ABOVE. This document will become an attachment to the actual Home Improvement Contract. No contract will exist unless and until you do the following:

To enter into a contract and proceed with the work outlined above, select the roofing option you wish, initial all clauses where indicated, and sign below. Please return this signed proposal to McMurray & Sons, Inc. at the address indicated above. The salesman identified in your packet will contact you to arrange a meeting at your convenience to present the Home Improvement Contract.

Owner's Signature

Date

McMurray & Sons, Inc.

Date



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SIGN AND RETURN

PAGE: 2

NAME: SCOTIA COM. SERVICES DIST

8/30/19

ESTIMATE#: 150495-001

INSTALL LIFETIME CLASS "A" LAMINATED COMPOSITION GAF TIMBERLINE HD SHINGLES. AGLAE RESISTANT. 110 MPH WIND WARRANTY. SILVER PLEDGE**

156,270.00

INSTALL A 40 YEAR CLASS "A" LAMINATED COMPOSITION IKO CAMBRIDGE SHINGLE AGLAE RESISTANT. 110 MPH WIND WARRANTY.

144,610.00

INSTALL CUSTOM HIGH PROFILE HIP & RIDGE WITH DIMENSIONAL SHINGLES. MANUFACTURER'S WARRANTY IS A CONDITIONAL WARRANTY ON MATERIAL & LABOR.

NOTE: HOT DIPPED GALVANIZED NAILS WILL BE USED TO FASTEN THE SHINGLES.

GAF GOLDEN PLEDGE WARRANTY: 50 YEARS, NON PRO-RATED PERIOD FOR 20, 20 YEAR WORKMANSHIP. VALID ONLY WITH GAF COMPOSITION SHINGLES.

GAF SILVER PLEDGE WARRANTY: 50 YEARS, NON PRO-RATED PERIOD FOR 20, 10 YEAR WORKMANSHIP. VALID ONLY WITH GAF COMPOSITION SHINGLES.

CUSTOMER SPECIFIED COLOR: _____

GENERAL INFORMATION.

ANY ROOFTOP EQUIPMENT, CONDUIT, DUCTS, ETC. NEED TO BE REMOVED & RESET BY OTHERS AS NEEDED, OR BY US ON A TIME AND MATERIAL BASIS AT \$75/HR.

NO OTHER CARPENTRY WORK ON DRY-ROTTED SHEATHING OR STRUCTURE INCLUDED. ANY ADDITIONAL CARPENTRY WOULD BE DONE ON A TIME AND MATERIAL BASIS.

TIME AND MATERIAL BASIS AT \$75.00 PER HOUR WITH OWNER'S VERBAL APPROVAL.

THOROUGHLY CLEAN UP AND REMOVE ALL ROOFING RELATED MATERIAL FROM THE EXTERIOR. MCMURRAY & SONS IS NOT RESPONSIBLE FOR ANY WASHING OR CLEANING OF ANY INTERIOR OR EXTERIOR SURFACES SUCH AS WINDOWS, SIDING, SHRUBBERY, SIDEWALKS, DECKS, ATTICS, ETC.

OWNER AGREES TO REMOVE OR PROTECT ALL PROPERTY WHICH MAY BE DAMAGED DURING THIS JOB, INCLUDING MOVABLE LANDSCAPING, INTERIORS, VEHICLES,

***** INFORMATION CONTINUED ON NEXT PAGE *****

CUSTOMER INITIALS _____



Established 1919

McMurray & Sons, Inc.

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SIGN AND RETURN

PAGE: 3

NAME: SCOTIA COM. SERVICES DIST

8/30/19

ESTIMATE#: 150495-001

ETC. OWNER ACKNOWLEDGES THAT THIS WORK WILL PRODUCE SIGNIFICANT LEVELS OF NOISE, DUST, & DEBRIS; AND THAT DEBRIS MAY FILTER THROUGH ROOF BOARDS AND SETTLE ON CONTENTS BELOW. OWNER'S SIGNATURE RELEASES US FROM ALL LIABILITY OF ABOVE CONDITIONS, NOT INCLUDING SOLE NEGLIGENCE BY US.

INITIAL TO ACKNOWLEDGE ACCEPTANCE OF DAMAGE TERMS: _____

ANY VERTICAL SURFACE (WALL, CHIMNEY, ETC) ABOVE OUR NEW FLASHING ATTACHMENT IS NOT COVERED BY OUR WORKMANSHIP GUARANTEE.

ALL FINIALS ARE EXCLUDED FROM OUR PROPOSAL (ANY REPLACEMENT WILL BE EXTRA CHARGE)

STATE LAW REQUIRES THE INSPECTION OF SMOKE & CARBON MONOXIDE ALARMS WITH ALL BUILDING PERMITS. GOVERNMENT OFFICIALS WILL REQUIRE PHYSICAL INSPECTION. IT IS UNDERSTOOD AND AGREED THAT IT IS THE SOLE RESPONSIBILITY OF THE HOMEOWNER TO REQUEST FINAL INSPECTIONS WITH THE APPROPRIATE AGENCY AND RESOLVE ANY ISSUES TO FINALIZE ANY PERMITS ISSUED APPLICABLE TO THIS CONTRACT. A LETTER WITH INSTRUCTIONS WILL BE SENT.

Specific Job Information:

NOTE: WE RECOMMEND AIRTIGHT HEATING AND SHEET METAL FOR NEW GUTTER WORK.

CUSTOMER INITIALS _____

SANDERS ROOFING INC.

Lic. # 837591
P. O. Box 352
Fields Landing, CA 95537
707-443-0503
Fax 707-443-5103

March 9, 2018

Revised 8/9/2019

PROPOSAL #7404

Proposal submitted to:

Steve Tyler

PO Box 104

Scotia CA 95565

infoscotiacsd@gmail.com

Job Address:

Scotia Winema Theater

Main St

Scotia

Contract Price: \$81,450.00 Base Price

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

Area to be roofed: Entire building

Apply CertainTeed Landmark Pro(40yr), algae resistant, laminated, class A fire rated, composition shingles.

(Shingles listed have a Lifetime warranty against manufacturing defects see actual warranty for details and limitations.)

Install a granulated, torch down, modified asphalt system at flat roof area.

Price Includes:

Tear off and disposal of existing roofing

Clean and prep existing decking

1/2" sheeting over existing skip sheeting

30# underlayment of felt to pitched area

1 layer of fiberglass base, nailed at flat roof area

New plumbing and vent flashings

New enameled drip edge metal at perimeter

New enameled metal roof to wall flashings

Raised profile ridge cap

Hot dip galvanized nails

Complete clean up of all roof related debris

All necessary permits

10 year workmanship warranty

All material is guaranteed to be as specified, and the above work to be performed in accordance with all local and state building codes, and completed in a substantial workmanlike manner for the **contract amount of Eighty one thousand four hundred fifty dollars**

(\$81,450.00). This estimate may be subject to price re-quote beyond 60 days from above date. Please check for options.

Options:

- To apply CertainTeed Landmark TL(LTD. Life) add additional \$8,670.00 Yes__ No__, We recommend this upgrade for the appearance and with the color Shenandoah.

Notes:

- Owner is responsible for section R314 and R315 of the California Building Code, referencing the installation of smoke alarms and carbon monoxide alarms as required for final permit inspection.
- The above price does not include any carpentry other than that specified. If damage is found in the roof decking or wood structure, the extent will be determined and a new work order for the repair will be given.
- If you have a satellite dish mounted on your roof. This should be removed by a professional installer, reinstalled on an area other than your roof prior to your roof installation.
- During roofing and especially during roof removal, dirt and debris can filter into your attic or living area. We will attempt to do everything possible to eliminate this potential situation, and ask that you do the same, for we cannot be held responsible for any loss that may occur.

PAYMENT TERMS:

Payment is due in full upon completion of project. We accept Visa and MasterCard with a 3% surcharge.

A down payment of 10% of the total cost or \$1,000.00, whichever is less, will be required upon acceptance of contract.

Any change from the above specifications involving extra cost of material or labor will only be executed by owner.

Acceptance: Bob Sanders is hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which I have undersigned and agree to pay the amount mentioned in said proposal.

Accepted: _____ Date: _____

Respectfully submitted by:



Sanders Roofing Inc.

If accepted, please sign and return one copy, and retain one copy for your records.

Thank you for your business.

Visit our website at bsandersroofing.com

Start and completion dates will be established at time of acceptance of proposal and will be agreed upon by both owner and contractor.

Sanders Roofing Inc. carries both Liability Insurance and Worker's Compensation Insurance and is a licensed contractor.

For Insurance verification please call 800-205-8400.